

PETER S. HERRICK, P.A.
Attorneys At Law

4324 Bayshore Blvd. NE
St. Petersburg, FL 33703
Tel. 727-289-8718
Fax. 727-350-4535
Email: pssherrick@gmail.com

2997 Day Avenue
Miami, Florida 33133
Call: 786-877-6317

301 East Ocean Blvd.
Suite 525
Long Beach, CA 90802
Tel. 562-285-2870
Web: CustomsLawyer.Net

January 15, 2018

EMAIL AND TELECOPY (440-891-3870)

Tessie Douglass
F. P. & F. Officer
U.S Customs and Border Protection
6747 Engle Road
Middleburg Heights OH 44130

Petitioner: Samara Williams
Customs Case No. 2016-4115-000043-01
Seized: \$49,730.00

Dear Ms. Douglass:

A supplemental petition has been pending in this case for a year and a half.
Please advise when the money will be refunded.

Sincerely,


Peter S. Herrick

Rec'd by FP&F 4101
JAN 18 2018
U. S. CBP

HP LaserJet M1536dnf MFP

Fax Confirmation

HP Fax

Jan-15-2018 4:27PM

Job	Date	Time	Type	Identification	Duration	Pages	Result
3863	1/15/2018	4:26:50PM	Receive	727 350 4535	0:46	1	OK

JAN-15-2018 15:43 From: Peter S. Herrick, P.A. 727 350 4535

Tel: 408 991 3070

Page 1 of 1

PETER S. HERRICK, P.A.

Attorneys At Law

4324 Bayshore Blvd. NE
St. Petersburg, FL 33703
Tel: 727-350-4535
Fax: 727-350-4535
Email: ps@herrick.com

2597 Bay Avenue
Miami, Florida 33133
Cell: 785-877-6317

301 East Ocean Blvd.
Suite 525
Long Beach, CA 90802
Tel: 562-484-3870
Web: CustomsLawyer.Net

January 15, 2018

EMAIL AND TELECOPY (440-591-3870)

Tessie Douglass
F. P. & B. Officer
U.S. Customs and Border Protection
6747 Engle Road
Middleburg Heights OH 44130

Petitioner: Samara Williams
Customs Case No. 2015-4113-000043-01
Seized: \$49,730.00

Dear Ms. Douglass:

A supplemental petition has been pending in this case for a year and a half.
Please advise when the money will be refunded.

Sincerely,


Peter S. Herrick

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St. Petersburg, FL 33703
Tel. 727-289-8718
Fax. 727-350-4535
Email: pssherrick@gmail.com

2997 Day Avenue
Miami, Florida 33133
Cell: 786-877-6317

301 East Ocean Blvd.
Suite 525
Long Beach, CA 90802
Tel. 562-285-2870
Web: CustomsLawyer.Net

January 15, 2018

FREEDOM OF INFORMATION & PRIVACY ACT REQUEST

FAX NUMBER: 202-325-0230

CBP FOIA Headquarters Office
U.S. Customs and Border Protection
FOIA Division
90 K Street NE, 9th Floor
Washington DC 20002

Requester: Samara Williams
Customs Case No. 2016-4115-000043-01
FOIA Tracking No. CBP-2016-051894

Dear Sir/Madam:

We have been waiting since July 11, 2016 for CBP to provide the requested records, copy enclosed. At this time we request the records be made available to our St Petersburg office.

Sincerely,



Peter S. Herrick

PETER S. HERRICK, P.A.
Attorneys At Law

**4637 Bayshore Blvd. NE
St. Petersburg, FL 33703**

Tel. 727-289-8718

Fax. 727-350-4535

Email: pssherrick@gmail.com

Of Counsel: Josh Levy

**2997 Day Avenue
Miami, Florida 33133
Cell: 786-877-6317**

**301 East Ocean Blvd.
Suite 525**

Long Beach, CA 90802

Tel. 562-285-2870

Web: CustomsLawyer.Net

November 22, 2016

FREEDOM OF INFORMATION & PRIVACY ACT APPEAL

**Tessie Douglass
F. P. & F. Officer
U S Customs and Border Protection
6747 Engle Road
Middleburg Heights OH 44130**

**Requester: Samara Williams
Customs Case No. 2016-4115-000043-01
Seized: \$49,730.00
FOIA Tracking No. CBP-2016-051894**

Dear Ms. Douglass:

By letter of July 11, 2016, copy enclosed, we requested records under the Freedom of Information Act in the referenced matter. No records have been received and the time period for providing such records, 20 business days, has been far exceeded. Please consider this to be a Freedom of Information and Privacy Act appeal of CBP's failure to provide the requested records.

Sincerely,



Peter S. Herrick

Enclosures

HP LaserJet M1536dnf MFP

Fax Confirmation

HP Fax

Jan-15-2018 4:39PM

Job	Date	Time	Type	Identification	Duration	Pages	Result
3864	1/15/2018	4:37:37PM	Receive	727 350 4535	1:19	2	OK

JAN-15-2018 15:134 From: Peter S. Herrick, P.A. 727 350 4535 To: 14400913713 Page 1/2

PETER S. HERRICK, P.A.
Attorneys At Law

4334 Bayshore Blvd. NE
St. Petersburg, FL 33703
Tel. 727-350-4535
Fax. 727-350-4535
Email: ps.herrick@gmail.com

2997 Day Avenue
Miami, Florida 33133
Call: 786-877-6317

301 East Ocean Blvd.
Suite 515
Long Beach, CA 90802
Tel. 562-385-2870
Web: CustomsLawyer.Net

January 15, 2018

FREEDOM OF INFORMATION & PRIVACY ACT REQUEST

FAX NUMBER: 202-325-0733

CBP FOIA Headquarters Office
U.S. Customs and Border Protection
FOIA Division
90 K Street NE, 9th Floor
Washington DC 20502

Requester: Samara Williams
Customs Case No. 2016-4115-000043-01
FOIA Tracking No. CBP-2016-051894

Dear Sir/Madam:

We have been waiting since July 11, 2016 for CBP to provide the requested records, copy enclosed. At this time we request the records be made available to our St Petersburg office.

Sincerely,


Peter S. Herrick

PETER S. HERRICK, P.A.
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St. Petersburg, FL 33703
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Fax. 727-350-4535
Email: pssherrick@gmail.com

2997 Day Avenue
Miami, Florida 33133
Cell: 786-877-6317 Long Beach, CA 90802

301 East Ocean Blvd.
Suite 525
Tel. 562-285-2870
Web: CustomsLawyer.Net

Rcvd by FP&F

JAN 22 2018

U.S. CBP

(b) (6), (b) (7)(C),
(b) (7)(E)

January 15, 2018

FREEDOM OF INFORMATION & PRIVACY ACT REQUEST

FAX NUMBER: 202-325-0230

CBP FOIA Headquarters Office
U.S. Customs and Border Protection
FOIA Division
90 K Street NE, 9th Floor
Washington DC 20002

Requester: Samara Williams
Customs Case No. 2016-4115-000043-01
FOIA Tracking No. CBP-2016-051894

Dear Sir/Madam:

We have been waiting since July 11, 2016 for CBP to provide the requested records, copy enclosed. At this time we request the records be made available to our St Petersburg office.

Sincerely,


Peter S. Herrick

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Miami, Florida 33133
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November 22, 2016

FREEDOM OF INFORMATION & PRIVACY ACT APPEAL

Tessie Douglass
F. P. & F. Officer
U S Customs and Border Protection
6747 Engle Road
Middleburg Heights OH 44130

Requester: Samara Williams
Customs Case No. 2016-4115-000043-01
Seized: \$49,730.00
FOIA Tracking No. CBP-2016-051894

Dear Ms. Douglass:

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Sincerely,



Peter S. Herrick

Enclosures

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January 15, 2018

EMAIL AND TELECOPY (440-891-3870)

**Tessie Douglass
F. P. & F. Officer
U S Customs and Border Protection
6747 Engle Road
Middleburg Heights OH 44130**

**Petitioner: Samara Williams
Customs Case No. 2016-4115-000043-01
Seized: \$49,730.00**

Dear Ms. Douglass:

**A supplemental petition has been pending in this case for a year and a half.
Please advise when the money will be refunded.**

Sincerely,


Peter S. Herrick

Peter S. Herrick, PA
Attorneys At Law
4324 Bayshore Blvd NE
St Petersburg FL 33703

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FL 335
16 JAN '18
PM 6 L



\$0.460
US POSTAGE
FIRST-CLASS
FROM 33703
JAN 16 2018
stamps.com

|||
Tessie Douglass
FPF Officer
U S Customs and Border Protection
6747 Engle Road
Middleburg Heights OH 44130-7907

JAN 16 2018

PETER S. HERRICK, P.A.
Attorneys At Law

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St. Petersburg, FL 33703
Tel. 727-289-8718
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**2997 Day Avenue
Miami, Florida 33133
Cell: 786-877-6317**

**301 East Ocean Blvd.
Suite 525
Long Beach, CA 90802
Tel. 562-285-2870
Web: CustomsLawyer.Net**

April 5, 2017

**Tessie Douglass
F. P. & F. Officer
U S Customs and Border Protection
6747 Engle Road
Middleburg Heights OH 44130**

**Re: Samara Williams
Case No. 2016-4115-000043-01**

Dear Ms. Douglass:

Please be advised of my new address set forth in the upper left corner of this letter.

Sincerely,


Peter S. Herrick

**Rcvd by FP&F 4101
OCT 11 2017
U. S. CBP**

Peter S, Herrick, PA
Attorneys At Law
4324 Bayshore Blvd NE
St Petersburg FL 33703

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FL 335
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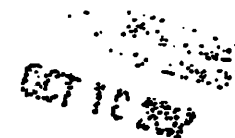
\$0.460
US POSTAGE
FIRST-CLASS
FROM 33703
OCT 04 2017
stamps.com



0825-856238179



Tessie Douglas
FP & F Officer
U S Customs and Border Protection
6747 Engle Road
Middleburg Heights OH 44130-7907



Rec'd by FILE

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Attorneys At Law

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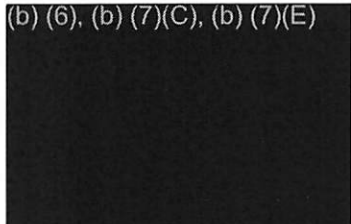
2997 Day Avenue
Miami, Florida 33133
Cell: 786-877-6317

301 East Ocean Blvd.
Suite 525
Long Beach, CA 90802
Tel. 562-285-2870
Web: CustomsLawyer.Net

April 5, 2017

Tessie Douglass
F. P. & F. Officer
U S Customs and Border Protection
6747 Engle Road
Middleburg Heights OH 44130

(b) (6), (b) (7)(C), (b) (7)(E)

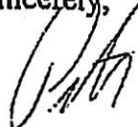
A large black rectangular redaction box covering several lines of text in the upper right portion of the letter.

Re: Samara Williams
Case No. 2016-4115-000043-01

Dear Ms. Douglass:

Please be advised of my new address set forth in the upper left corner of this letter.

Sincerely,

A handwritten signature in dark ink, appearing to read "P. Herrick", written over the word "Sincerely,".

Peter S. Herrick

PETER S. HERRICK, P.A.
Attorneys At Law

(b) (6), (b) (7)(C), (b)
(7)(E)

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Miami, Florida 33133
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July 27, 2016

EMAIL AND TELECOPY (440-891-3870)

Tessie Douglass
F. P. & F. Officer
U S Customs and Border Protection
6747 Engle Road
Middleburg Heights OH 44130

Rcvd by FP&F
AUG -1 2016
U.S. CBP -

Petitioner: Samara Williams
Customs Case No. 2016-4115-000043-01
Seized: \$49,730.00

Dear Ms. Douglass:

This supplemental petition is being filed pursuant to 19 U.S.C. §1618 for the refund of the \$49,730.00 in the referenced matter. CBP has alleged in its seizure notice of May 25, 2016 that the seized \$49,730.00 was involved in a drug trafficking/money laundering operation in violation of 18 U.S.C. §§1952, 1956 and 1961.

All of the arguments set forth in the petition dated June 16, 2016 are realleged and incorporated into this supplemental petition.

CBP's Burden of Proof To Prove Forfeiture Is Lacking

18 U.S.C. §983(c) provides:

"(c) Burden of proof. In a suit or action brought under any civil forfeiture statute for the civil forfeiture of any property--

(1) the burden of proof is on the Government to establish, by a preponderance of the evidence, that the property is subject to forfeiture;

(2) the Government may use evidence gathered after the filing of a complaint for forfeiture to establish, by a preponderance of the evidence, that property is subject to forfeiture; and

(3) if the Government's theory of forfeiture is that the property was used to commit or facilitate the commission of a criminal offense, or was involved in the commission of a criminal offense, the Government shall establish that there was a substantial connection between the property and the offense."

The government's conclusion that the seized money was from drug trafficking/money laundering is totally devoid of the truth. There is no sworn testimony/evidence to support this conclusion. The Government has not established that there was a substantial connection between the property and the offense.¹ The Government has totally failed its burden of proof.

The legal source of the seized money is documented in the attached declaration of Lanardia Catrean Grant ("Grant"). This document demonstrates how Grant legally earned the seized money. It was earned through hard work and not by drug trafficking/money laundering. Grant also describes the legal use of the seized money, viz. reimbursing the petitioner for renting an apartment in California. A copy of the rental agreement is attached to Grant's declaration.

The rent for 12 months was \$45,600.00, plus the security deposit of \$4179 totaled \$49,779.00.

The petitioner is entitled to the innocent owner defense, 18 U.S.C. §983(d):

"Innocent owner defense.

(1) An innocent owner's interest in property shall not be forfeited under any civil forfeiture statute. The claimant shall have the burden of proving that the claimant is an innocent owner by a preponderance of the evidence."

The \$49,730.00 cannot be forfeited as it would violate the Excessive Fines Clause of the Eighth Amendment of the Constitution:

¹ Petitioner has filed a Freedom of Information Act request, which response is overdue, and, will support the lack of support for the burden of proof in this case.

18 U.S.C. §983 provides:

"(g) Proportionality.

(1) The claimant under subsection (a)(4) may petition the court to determine whether the forfeiture was constitutionally excessive.

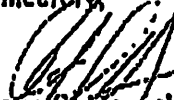
(2) In making this determination, the court shall compare the forfeiture to the gravity of the offense giving rise to the forfeiture.

(3) The claimant shall have the burden of establishing that the forfeiture is grossly disproportional by a preponderance of the evidence at a hearing conducted by the court without a jury.

(4) If the court finds that the forfeiture is grossly disproportional to the offense it shall reduce or eliminate the forfeiture as necessary to avoid a violation of the Excessive Fines Clause of the Eighth Amendment of the Constitution."

Based on all of the above analysis, the petitioner has proven her innocence with regard to the seized money and that the government had no probable cause to seize the money, therefore, it must now be refunded.

Sincerely,



Peter S. Herrick

Enclosure

DECLARATION OF LASARDIA CATREAS GRANT

Re: Quinn's Case No 2016-1115-000041-01

1. I, Lasardia Catreas Grant, make the following declaration in support of the supplemental petition filed by Samara Williams in the referenced case.

2. The sole purpose of this declaration is to prove the lawful source and use of cashed \$49,700.00 which is the subject of the referenced case, and, is not to be used for any other purpose.

3. My current address is 2400 Keweenaw Blvd, Columbus, GA 31903.

4. The wired \$49,700.00 was sent to me by Samara Williams in relation to the apartment she rented at my current house at 1302 Hoffman Street, Atlanta, GA 30309. A copy of the lease for this apartment is attached.

5. In the past few years I have earned between \$15,000 and \$20,000 per year which I will describe as follows:

- a. I work at the Hamilton Hotel, 261 W. Washington Rd, Charlotte, NC.
- b. I work at the Atlanta club, 1141 North Anderson Road, Columbus, GA 31906.
- c. I travel to Atlanta, Georgia for holidays and company events.
- d. I get paid primarily by cash as my maining and other income. I work on a regular weekday night schedule, but also work on weekends for holidays and heavily promoted events making around \$1,000 to \$2,500 per night.

e. I work almost every weekend and Thursday, and from time to time on the
chairs.

f. The seized \$20,731 (K) was carried in some form legal sources and was in- ded for
a legal use and is at not involved in drug trafficking or money laundering. I should
be immediately refunded to the intended recipient of the money. Samuels claims

Pursuant to 28 U.S.C. § 1346, I declare under penalty of perjury that the foregoing is
true and correct.

Witnessed this 26 day July 2016.


Jonathan C. Herrick

vehicles shall not be used for the washing, painting, maintenance, or repair of vehicles. No other parking space shall be used by the RESIDENT. RESIDENT is not to park any vehicle on the property if such vehicle leaks or discharges any fluids. RESIDENT is responsible for all leaks and other vehicle discharges, and RESIDENT shall be charged for cleaning or damages if deemed necessary by OWNER. RESIDENT agrees to park "load-in only" in areas provided. RESIDENT agrees not to store or leave vehicles unattended in the parking area unless said area is designated by OWNER for storage of such vehicles. OWNER shall have the right to designate RESIDENT to a comparable parking space.

10. **STORAGE AREAS.** OWNER assumes no responsibility for loss or damage to items in storage areas or facilities as may be provided (see Leaseable Section 15).

11. **OVERNIGHT GUESTS/INVITEES (G).** No more than two(2) persons may occupy the PREMISES as overnight guest(s)/invitee(s) at any time. Guests/invitees(s) staying over five(5) days are liable without the advance written consent of the OWNER shall be considered a breach of this AGREEMENT. Guest(s)/invitee(s) shall occupy the PREMISES for no more than two(2) times a year for a total of ten(10) days or nights unless the express written consent of the OWNER is obtained in advance. RESIDENT shall pay additional rent at the rate of \$200.00 per month for each additional person in excess of the above named who occupy the PREMISES after first receiving written consent for their presence from the OWNER. Acceptance of additional rent or approval of a Guest(s) shall not waive any requirement of this AGREEMENT nor convert the status of any "Guest(s)" into that of a RESIDENT.

12. **ANIMALS/PETTING ANIMALS.** No liquid-filled furniture, appliances containing more than 10 gallons of liquid, highly combustible materials, or other items which may cause a hazard or affect insurance rates, special instrument, item(s) of unusual weight or dimension, or similar of any kind, shall be kept on or about the PREMISES for any amount of time without obtaining the prior written consent of OWNER. Such consent, if granted, shall be revocable at OWNER'S option upon giving thirty(30) days written notice. RESIDENT also agrees to carry insurance demand appropriate by OWNER to cover possible losses caused by leaving said items. If OWNER grants written permission for such items, there shall be a minimum additional sum of \$100 a month for each such item if another amount is not stated in this AGREEMENT. In the event permission is granted to have an animal of any kind, an additional deposit in the amount of \$1,000.00 shall be required in addition to the signing of a Pet Agreement prior to bringing said animal onto the PREMISES.

13. **CONDITION OF PREMISES.** RESIDENT acknowledges that he has examined the PREMISES and that said PREMISES and all items and inventory pertaining to the PREMISES are all clean and in good and satisfactory condition except as may be indicated in Paragraph 29 of this AGREEMENT. RESIDENT agrees to keep the PREMISES and all personal property of the OWNER in good order and condition and to immediately notify OWNER/AGENT of any damage and pay for costs to repair and/or replace any portion of the above damaged by the RESIDENT or his/her Guest(s) and/or invitee(s). At the termination of this AGREEMENT, all of the above items in this provision shall be returned to the OWNER in clean and good condition except for reasonable wear and tear, and the premises shall be free of all personal property and trash belonging to RESIDENT.

14. **MAINTENANCE AND ALTERATIONS.** RESIDENT shall not paint, wallpaper, alter or enclose, change or install locks or install antennas, satellite dishes, screens, hanging drapes, wall, adhesive materials, signs, displays, additional window coverings of any kind, or equipment on or in any portion of the PREMISES without the written consent of the OWNER. RESIDENT shall replace all gutters and install a drip and eave drip catcher into the proper receptacle as provided and shall cooperate in keeping the trash area neat and clean. RESIDENT shall be responsible for keeping the garbage disposal clean of items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the plumbing fee of any plumbing fixture that may need to be cleared of stoppage and pay for the expense of damage caused by the stoppage of waste pipes or sewer (caused by the RESIDENT or their Guest(s)/invitee(s)). RESIDENT shall hold OWNER harmless to any damages, loss, stoppage or interruption caused by RESIDENT.

15. **RIGHT OF ENTRY, INSPECTION AND REPAIR.** OWNER/OWNER'S AGENT, along with others, may enter the PREMISES at any time in case of emergency or suspected abandonment. OWNER or OWNER'S AGENT shall give twenty-four(24) hours advance notice, unless waived by RESIDENT, to enter PREMISES for the purpose of showing the PREMISES during normal business hours to prospective tenants, buyers, lenders, insurance agents or inspectors and repairs for the purpose of repairs. Normal business hours shall be 9:00am to 5:00pm, Monday through Friday.

16. **RULES.** RESIDENT shall comply with all rules pertaining to the PREMISES which may be changed periodically upon lawful notice. The rules include, but are not limited to, the following:

- (a) Violation of law. RESIDENT agrees to comply with all local, state and federal laws; any violation of those laws is a breach of this AGREEMENT.
- (b) Noise. RESIDENT agrees not to cause or allow any noise or activity on the PREMISES which disturbs the peace and quiet of another RESIDENT.
- (c) Loitering and play. Lounging, playing or loitering in the halls, on the front steps, or in common areas in such a way as to interfere with the free use, enjoyment, passage or convenience of another RESIDENT or Guest(s)/invitee is prohibited.
- (d) Personal items. All RESIDENT'S personal items must be kept out of common areas.
- (e) Pool Access. RESIDENT may not enter the pool or in the area without OWNER'S written permission.
- (f) Backyard. OWNER retains the right to restrict the use of backyard.
- (g) Notice to OWNER. All notices to the OWNER should be served at the Manager's premises or at the Manager's office.
- (h) RESIDENT must notify OWNER in writing of the change of location of employment or of vehicles under his control located on the PREMISES.

17. **DESTRUCTION OF PREMISES.** If the PREMISES become totally or partially destroyed during the term of this AGREEMENT or if the RESIDENT is totally or partially destroyed, RESIDENT or OWNER may terminate this AGREEMENT upon giving (7) day written notice to the other. Under these circumstances RESIDENT is relieved from paying rent during the seven (7) day notice period.

18. **INSURANCE AND INDEMNIFICATION.** RESIDENT'S personal property is not insured by OWNER. RESIDENT is hereby notified to obtain their own insurance policy to cover any personal items or those of their Guest(s)/invitee(s). RESIDENT shall indemnify OWNER for liability arising prior to the termination of this AGREEMENT for personal injuries or property damage caused by the acts of God, lightning beyond the control of OWNER/OWNER'S AGENT, or actions of the RESIDENT or their Guest(s)/invitee(s). This does not waive OWNER'S duty of care to prevent personal injury or property damage where that duty is imposed by law.

19. **CHANGE OF TERMS.** The terms and conditions of this AGREEMENT are subject to future change by OWNER at the expiration of the stated term period upon thirty(30) days written notice setting forth such change.

20. **INVENTORY.** The PREMISES contains the following items for use by the RESIDENT: Johnnie Walker Black & Silver Scotch Whisky, 2 bottles

21. **TERMINATION.** After expiration of the stated period, this AGREEMENT is automatically renewed on a month-to-month tenancy, but may be terminated by either party giving to the other a thirty(30) day written notice of intention to terminate. The PREMISES shall be considered vacant after all items, including storage and parking space, are clear of all RESIDENT'S belongings, and the keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to

USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 1284 5246 9072 86

United States
Postal Service

• Sender: Please print your name, address (and ZIP+4®) in this box •

U. S. Customs & Border Protection
6747 Engle Road
Middleburg Hts., Ohio 44130

2016-4115-00004301

DWV FPF



SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Peter S. Herrick, P.A.
4637 Bayshore Blvd. NE
St. Petersburg, FL
33703



9590 9402 1284 5246 9072 86

2. Article Number (Transfer from service label) :

7015 1660 0000 4989 1434

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from Item 1?** ☐ Yes
- If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
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July 7, 2016



**U.S. Customs and
Border Protection**

Port of Cleveland Case No.
2016-4115-00004301

Peter S. Herrick, P.A.
4637 Bayshore Blvd. NE
St. Petersburg, FL 33703

CERTIFIED MAIL-RETURN RECEIPT: 7015 1660 0000 4989 1434

Dear Sir/Madam:

This letter is in response to your petition, filed on behalf of Samara Williams, for relief regarding the refund of \$49,730.00 seized by Homeland Security Investigations (HSI), at Louisville, KY received on April 20, 2016, forfeiture under the provisions of Title 18, United States Code, Section 981 and Title 21, United States Code, Section 881

Your petition and the circumstances of this case have been reviewed by HSI. The documentation provided did not show proof of interest and establish a legitimate source of the funds. Your relief for funds has been denied. It is the determination of HSI that the currency seized was involved in a drug trafficking/money laundering operation and in violation of the above referenced law.

The decision in this case is effective for 60 days. Pursuant to 19 C.F.R. Section 171.61, you have the right to file a supplemental petition with this office within 60 days of the date of this letter. If we do not receive your supplemental petition or otherwise hear back from you within those 60 days, we will proceed with the forfeiture of this currency.

If you should have any questions, please contact Paralegal Specialist Dawn Wesley-Ventura at 440.891.2521 or dawn.m.wesley-ventura@cbp.dhs.gov.

Sincerely,


For/ Tessie Douglass
FP&F Officer

7015 1660 0000 4989 1434

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Postage	
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Sent To	Peter S. Herrick P.A.
Street and Apt. No., or P.O. Box No.	9590 9402 1284 5246 9072 86
City, State, ZIP+4®	2016-4115-00004301

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 - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*, attach PS Form 3811 to your mailpiece, for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS[®]-postmarked Certified Mail receipt to the retail associate.
 - Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
 - Adult signature service, which requires the signer to be at least 21 years of age (not available at retail).
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IMPORTANT: Save this receipt for your records.

PETER S. HERRICK, P.A.
Attorneys At Law

4637 Bayshore Blvd. NE
St. Petersburg, FL 33703
Tel. 727-289-8718
Fax. 727-350-4535
Email: pssherrick@gmail.com
Of Counsel: Josh Levy

2997 Day Avenue
Miami, Florida 33133
Cell: 786-877-6317

301 East Ocean Blvd.
Suite 525
Long Beach, CA 90802
Tel. 562-285-2870
Web: CustomsLawyer.Net

Rcvd by FP&F
JUL 05 2016
U.S. CBP

June 22, 2016

EMAIL AND TELECOPY (440-891-3870)

Tessie Douglass
F. P. & F. Officer
U S Customs and Border Protection
6747 Engle Road
Middleburg Heights OH 44130

Petitioner: Samara Williams
Customs Case No. 2016-4115-000043-01
Seized: \$49,730.00

Dear Ms. Douglass:

We are representing the petitioner, copy enclosed. The petition is due by June 24, 2016. The petitioner is gathering evidence of the legal source and use of the money and that it was not used in drug trafficking/money laundering operation. For these reasons we request a 30 day extension to file the petition.

Sincerely,



Peter S. Herrick

Enclosure

APPOINTMENT AND AUTHORIZATION OF ATTORNEY

To: U S Customs and Border Protection

Re: Samara Williams
Customs Case No. 2016-4115-000043-01
Seized \$49,730.00

Peter S. Herrick, P.A. is hereby appointed, and authorized to act, as attorney at law for the undersigned with respect to the referenced case pending with the U S Customs and Border Protection.

Said attorney is authorized, and a limited power of attorney is granted to said attorney, to execute any documents required regarding our matters, on behalf of the undersigned. This may include but is not limited to Freedom of Information and Privacy Act Requests; filing a summons; filing a notice of third party refunds; filing petitions; filing demands for immediate release; receiving ACH refunds, etc.

A duplicate, photocopy, telefax copy or photocopy of a telefax copy of the signed original shall have the same validity, force and effect as the original.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct.

Executed this 15th day of June 2016.

Samara Williams
Samara Williams

RESIDENTIAL RENTAL AGREEMENT/LEASE

This Residential Rental Agreement/Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. 1213 S. Las Vegas Blvd. LLC, Landlord/Lessor/Agent shall be referred to as "OWNER". The PREMISES shall be occupied only by the following named ADULT persons & no additional tenants shall be allowed to occupy this unit unless given written approval from Landlord or Landlord Agent.

Samara Williams

The named resident CHILDREN in this unit are:

Tenant(s)/Lessee(s): who shall be referred to as "RESIDENT". As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER the SOLELY AS A PRIVATE RESIDENCE, the premises known as 2 Bedroom / 2 Bath Unit No. 101, located at 1226 Hoffman St. in the City of SUVALE, CA 940 State of California, Zip Code 94604.

1. **TERMS/RESIDENT** agrees to pay an advance RENT of \$ 3500 per month on or before the first (1st) day of each month. This agreement shall commence on Sept. 28, 2015 and continue (check one of the following):

On Trial, Sept. 30, 2016 As a month-to-month tenancy. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the PREMISES prior to the expiration of this time period, he shall be liable for all rent due until such time that the PREMISES are occupied by an OWNER approved paying RESIDENT or expiration of stated time period, whichever period is shorter. In any event, should this lease term be broken, any and all security deposits paid by RESIDENT will be forfeited. A 30 day written notice to vacate is required 30 days prior to the expiration of this AGREEMENT.

OR On a month-to-month tenancy until either party shall terminate this AGREEMENT by giving a written notice of intention to terminate at least thirty (30) days prior to the date of termination. If RESIDENT fails to give his intention to terminate this AGREEMENT at least thirty (30) days prior to the date of termination, RESIDENT shall be liable for all rent due until such time that the PREMISES are occupied by an OWNER approved paying RESIDENT or expiration of stated time period, whichever period is shorter.

2. **PAYMENTS.** Rent and/or other charges are to be paid at the office or residence of the manager of the PREMISES or at a place designated in writing by OWNER. All payments are to be made by check, money order, or cashier's check. OWNER and RESIDENT acknowledge the first rental payment of \$ 4179.25 is for the period of 9-28-2015 through 10-31-2015, and the SECURITY DEPOSIT is \$ 2200 for a total payment of \$ 6379.25, payable by cashier's check or money order at the time of signing this AGREEMENT. After the initial payment by cashier's check or money order, personal checks will be accepted. After any personal check is unpaid/dishonored, payment shall be made by cashier's check or money order thereafter. All payments shall be made payable to 1213 S. Las Vegas Blvd. LLC.

3. **SECURITY DEPOSIT:** All deposits shall be refunded to RESIDENT within twenty-one (21) days after the PREMISES has been completely vacated less any amount necessary to pay OWNER, but not limited to: (a) any unpaid rent, (b) cleaning costs, (c) key or lock replacement costs due to non-payment of keys, (d) costs for repair of damages to the PREMISES and/or common areas above ordinary wear and tear, as described as MINIMUM charges in addendum "A". A written accounting of said charges shall be presented to RESIDENT within twenty-one (21) days after vacating. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs to OWNER. Should any of the SECURITY DEPOSIT be used to repair damages during the term of this AGREEMENT, RESIDENT agrees to immediately deposit with OWNER a sum sufficient to bring said SECURITY DEPOSIT up to its current amount. If required by OWNER during the tenancy, RESIDENT agrees to increase his/her SECURITY DEPOSIT by a percentage equal to the percentage increase in the rent at the same time as any increase in rent. The SECURITY DEPOSIT is not to be used as rent by RESIDENT during the term of this AGREEMENT.

4. **LATE CHARGE.** All rent payments are due on or before the first (1st) day of each month and any rent payment not physically received by midnight on the third (3rd) day of each month will incur a late fee. It is understood that OWNER will be damaged if any such rent payment is late and that the exact amount of such damage cannot be readily ascertained. Consequently, the parties agree that in order to approximate and liquidate the amount of such damages and compensate the OWNER, the RESIDENT will be required to pay a late charge of \$ 100.00. Should RESIDENT fail to pay rent in a timely manner and voluntarily, at the Landlord's (or its agent's) discretion, RESIDENT'S late payment and late charge must be paid within three (3) days after service upon RESIDENT of a Notice to Pay Rent or Quit; RESIDENT'S late payment, after having served said Notice, shall be paid to OWNER by cashier's check or money order; OWNER/AGENT will not accept late payment and late charge at expiration of said Notice.

5. **RETURNED CHECK CHARGE.** RESIDENT agrees to pay OWNER a fee of \$ 25.00 to OWNER for any check returned non-sufficient funds. This amount shall be paid to OWNER by cashier's check or money order immediately upon demand; demand may be in person, by telephone, or written notice. Any rent payment check returned unpaid or dishonored automatically makes the rent payment late (see paragraph 4), thus, in addition, a late charge will be assessed.

6. **ASSIGNMENT.** RESIDENT agrees not to transfer, assign, or sublet the PREMISES or any part thereof and hereby appoints and authorizes the OWNER or his/her AGENT and/or by OWNER'S own authority to visit any person claiming possession by way of any alleged assignment or subletting; any assignment or subletting may be considered an irremediable breach of this AGREEMENT of OWNER'S option.

7. **POSSESSION.** If OWNER is unable to deliver possession of the PREMISES to RESIDENT on the agreed date because of the loss or destruction of the PREMISES, breach of the failure of the prior RESIDENT to vacate or for any other reason not within the OWNER'S control, the RESIDENT and/or OWNER may immediately cancel and terminate this AGREEMENT upon written notice to the other party at his/her last known address, whereupon said party shall have liability to the other, and any sum paid under this AGREEMENT shall be refunded in full. If neither party cancels, this AGREEMENT shall begin on the date stated above.

8. **UTILITIES.** RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the PREMISES except:

9. **PARKING.** If RESIDENT is assigned a parking space on the OWNER'S property, it shall be used exclusively for parking operable automobiles and/or those approved operable vehicles listed in the RESIDENT'S Application to Rent/Lease or attached hereto. RESIDENT is hereby assigned parking space located in the SUB-GARAGE of the PREMISES and designated by space no. 24 & 22. Said space or

common areas shall not be used for the washing, painting, maintenance, or repairs of vehicles. No parking space shall be used by the RESIDENT. RESIDENT is not to park any vehicle on the property if such vehicle leaks or discharges any fluids. RESIDENT is responsible for oil leaks and other vehicle discharges, and RESIDENT shall be charged for cleaning or damages if deemed necessary by OWNER. RESIDENT agrees to park "head in" only in space provided. RESIDENT agrees not to store of leave articles or attended in the parking area unless said area is designated by OWNER for storage of such articles. OWNER shall have the right to require RESIDENT to use available parking spaces.

10. **STORAGE AREAS.** OWNER assumes no responsibility for loss or damage to items in storage areas or facilities as may be provided (see Insurance Section 15).

11. **OVERNIGHT GUEST(S)/INVITEE(S).** No more than two (2) persons may occupy the PREMISES as overnight guest(s)/invitee(s) at any time. Guest(s)/invitee(s) staying over five (5) days or nights without the advance written consent of the OWNER shall be considered a breach of this AGREEMENT. Guest(s)/invitee(s) shall occupy the PREMISES for no more than two (2) times a year for a total of ten (10) days or nights unless the express written consent of the OWNER is obtained in advance. RESIDENT shall pay additional rent at the rate of \$500.00 per month for each additional person in excess of the above named who occupy the PREMISES after first receiving written consent for these persons from the OWNER. Attempts of additional rent or approval of a Guest(s) shall not waive any requirement of this AGREEMENT nor convert the status of any "Guest(s)" into that of a RESIDENT.

12. **ANIMALS/FURNISHINGS/HAZARDS.** No liquid-filled furniture, receptacle containing more than 10 gallons of liquid, highly combustible materials, or other items which may cause a hazard or affect insurance rates; no animal, no reptile, no item(s) of unusual weight or dimension, or animal of any kind, shall be kept on or about the PREMISES for any amount of time without obtaining the prior written consent of OWNER. Such consent, if granted, shall be revocable at OWNER'S option upon giving thirty (30) days written notice. RESIDENT agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by having said items. If OWNER grants written permission for such item, there shall be a minimum additional rent of \$100 a month for each such item if another amount is not stated in this AGREEMENT. In the event permission is granted to have an animal of any kind, an additional deposit in the amount of \$1,000 shall be required in addition to the signing of a Pet Agreement prior to bringing said animal onto the PREMISES.

13. **CONDITION OF PREMISES.** RESIDENT acknowledges that he has examined the PREMISES and that said PREMISES and all items and inventory pertaining to the PREMISES are all clean and in good and satisfactory condition except as may be indicated in Paragraph 28 of this AGREEMENT. RESIDENT agrees to keep the PREMISES and all personal property of the OWNER in good order and condition and to immediately notify OWNER/AGENT of any damage and pay for costs to repair and/or replace the portion of the above damaged by the RESIDENT or his/her Guest(s) and/or Invitee(s). At the termination of this AGREEMENT, all of the above items in this provision shall be returned to the OWNER in clean and good condition except for reasonable wear and tear, and the premises shall be free of all personal property and trash belonging to RESIDENT.

14. **MAINTENANCE AND ALTERATIONS.** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks or install antennas, satellite dishes, stoves, fanlighting devices, nails, adhesive materials, signs, displays, additional window coverings of any kind, or equipment on or in any portion of the PREMISES without the written consent of the OWNER. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping this trash area neat and clean. RESIDENT shall be responsible for keeping the garbage disposal clear of items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the clearing out of any plumbing fixture that may need to be cleared of stoppage and pay for the expense of damage caused by the stoppage of waste pipes or overflow if caused by the RESIDENT or their Guest(s)/invitee(s). RESIDENT shall hold OWNER harmless as to any mechanical, legal, or proceedings caused by RESIDENT.

15. **RIGHT OF ENTRY, INSPECTION AND REPAIR.** OWNER/OWNER'S AGENT, along with others, may enter the PREMISES at any time in case of emergency or suspected abandonment. OWNER or OWNER'S AGENT shall give twenty-four (24) hours advance notice, unless waived by RESIDENT, to enter PREMISES for the purpose of showing the PREMISES during normal business hours to prospective tenants, buyers, lenders, insurance agents or inspectors and repairmen, for the purpose of repairs. Normal business hours shall be 9:00am to 5:00pm, Monday through Friday.

16. **RULES.** RESIDENT shall comply with all rules pertaining to the PREMISES which may be changed periodically upon lawful notice. The rules include, but are not limited to, the following:

- (a) Violation of law. RESIDENT agrees to comply with all local, state and federal laws; any violation of these laws is a breach of this AGREEMENT.
- (b) Noise. RESIDENT agrees not to cause or allow any noise or activity on the PREMISES which disturbs the peace and quiet of another RESIDENT.
- (c) Loitering and play. Lounging, playing or loitering in the halls, on the front steps, or in common areas in such a way as to interfere with the free use, enjoyment, passage or advantage of another RESIDENT or Guest/invitee is prohibited.
- (d) Personal items. All RESIDENT'S personal items must be kept out of common areas.
- (e) Roof access. RESIDENT may not enter on the roof or in the attic without OWNER'S written permission.
- (f) Barbecues. OWNER retains the right to restrict the use of barbecues.
- (g) Notice to OWNER. All notices to the OWNER should be served at the Manager's premises or at the Manager's office.
- (h) RESIDENT must notify OWNER in writing of the change of location of employment or of vehicles under his control located in the PREMISES.

17. **DESTRUCTION OF PREMISES.** If the PREMISES become totally or partially destroyed during the term of this AGREEMENT so that the RESIDENT is unable to occupy the premises, RESIDENT or OWNER may terminate this AGREEMENT upon written notice to the other. Under these circumstances RESIDENT is relieved from paying rent during the seven (7) day notice period.

18. **INSURANCE AND INDEMNIFICATION.** RESIDENT'S personal property is not insured by OWNER. RESIDENT is hereby advised to obtain their own insurance policy to cover any personal losses or those of their Guest(s)/invitee(s). RESIDENT shall indemnify OWNER for liability arising prior to the termination of this AGREEMENT for personal injuries or property damage caused by their acts or omissions, damages beyond the control of OWNER/OWNER'S AGENT, or actions of the RESIDENT or their Guest(s)/invitee(s). This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law.

19. **CHANGE OF TERMS.** The terms and conditions of this AGREEMENT are subject to future change by OWNER at the expiration of the agreed lease period upon thirty (30) days written notice setting forth such change.

20. **INVENTORY.** The PREMISES contains the following items for use by the RESIDENT: Jenn Air Stove, Dishwasher, Oven, and microwave, lamp, fan, stove, washer & dryer

21. **TERMINATION.** After expiration of the leased period, this AGREEMENT is automatically renewed as a month-to-month tenancy, but may be terminated by either party giving to the other a thirty (30) day written notice of intention to terminate. The PREMISES shall be considered vacated after all areas, including storage and parking areas, are clear of all RESIDENT'S belongings, and the keys and other property furnished to RESIDENTS has been returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to

vacate the PREMISES on or before the termination date, RESIDENT shall be liable for additional . . . and damages which may include damages due to OWNER'S loss of prospective new RENTERS.

22. **STOPPED CERTIFICATE.** RESIDENT agrees to execute, promptly upon written request by the OWNER, an Stoppage Certificate stating his present rent, any concessions he has received, and agreements not stated in this rental AGREEMENT, and any claims against the OWNER.

23. **PARTIAL INVALIDITY.** Nothing contained in this AGREEMENT shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this AGREEMENT shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this AGREEMENT nor shall it affect the validity or enforceability of any other provision of this AGREEMENT.

24. **NO WAIVER.** OWNER'S acceptance of rent with knowledge of any default by RESIDENT, or waiver by OWNER of any breach of any term or condition of this AGREEMENT shall not constitute a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this AGREEMENT.

25. **MULTIPLE OCCUPANCY.** The undersigned RESIDENTS, whether or not in actual possession of PREMISES, are together and individually responsible and liable for payments of rent and all obligations under this AGREEMENT.

26. **ATTACHMENTS.** RESIDENT acknowledges receipt of the following which shall be deemed a part of this AGREEMENT

☒ House Rules ☐ Pool Rules ☐ Pet Agreement ☐ Liquid Filled Furniture
☐ Condition of Premises ☐ Termination Agreement/Notice ☐ Parking Rules ☐ Smoke Detector Rules

Tenant Acknowledges Receipt of: ☒ Premises Keys ☒ Mailbox Keys ☒ Entry Keys ☒ Gate Operator

27. **ATTORNEY'S FEES.** If any legal action or proceeding is brought by either party to this AGREEMENT, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

28. **ABANDONMENT.** Abandonment shall be governed by California Civil Code Section 1951.3. If any rent has remained unpaid for 14 or more consecutive days, OWNER has a reasonable belief of abandonment of the PREMISES. OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe PREMISES has been abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the PREMISES.

29. **VOLUNTARY VACANCY.** If and when RESIDENT voluntarily vacates the PREMISES, RESIDENT hereby agrees to immediately sign a statement, at no cost to OWNER or RESIDENT, that meets the requirements necessary to substantiate and prove for any governmental purposes, such as rent control laws, that RESIDENT did in fact, voluntarily vacate. If RESIDENT fails to sign the required statement within three days after vacating, RESIDENT shall be liable to OWNER for the amount of all losses reasonably suffered by OWNER as a result of not being able to claim a voluntary vacancy. Said loss may substantially exceed RESIDENT'S Security Deposit.

30. **LEAD WARNING STATEMENT.** If checked, the Premises were built prior to 1978 and the following must be completed by the Owner, Renter and Real Estate Agent, if any:

Lead Warning Statement: Nothing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure (initial where appropriate): _____ Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises. Owner has no reports or records pertaining to lead-based and/or lead-based paint hazards in the Premises. _____ The Attached (if separate form has been disclosed) discloses Owner's information.

Renter's Acknowledgment (initial): _____ Renter has received the pamphlet "Protect your Family from Lead in Your Home". Renter agrees to promptly notify Owner in writing of any deteriorated and/or peeling paint. Real Estate Agent's Acknowledgment (initial if agent involved): _____ Real Estate Agent has informed the lessee of the lessor's obligations under 42 U.S.C. § 482d and is aware of his/her responsibility to ensure compliance. (Certification of Accuracy: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.)

Owner _____ Real Estate Agent _____ Renter _____

31. **ADDITIONAL AND/OR EXCEPTIONS:** IF THIS LEASE IS BROKEN PRIOR TO THE END OF THE LEASE TERM, ANY AND ALL RENT INCENTIVE/CONCESSIONS WILL BE PAID BACK TO OWNER IN FULL. OWNER RESERVES THE RIGHT TO TAKE SUCH AMOUNTS FROM THE SECURITY DEPOSIT. LEASE TERM SHALL BE _____ MONTHS AND THE RENT SHALL BE \$ _____ PER MONTH. FOR THE LEASE TERM ONLY. THE INITIAL RENT INCENTIVE/CONCESSION, OR MOVE-IN SPECIAL SHALL BE \$ _____ OFF THE 1ST MONTH ONLY.

32. **ENTIRE AGREEMENT:** This RENTAL AGREEMENT and/or LEASE and any attached addenda contain the complete terms and conditions to which parties whose signatures appear below have agreed. No oral agreements have been entered into, and all modifications or additions shall be in writing to be valid.

33. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT has read and understands this AGREEMENT and hereby acknowledges receipt of a copy of the RESIDENTIAL RENTAL AND/OR LEASE AGREEMENT. RESIDENT is not to take possession of PREMISES until the "CONDITION OF PREMISES INSPECTION" has been completed.

OWNER/AGENT 9/25/15
DATE

OWNER/AGENT DATE

RESIDENT 9/25/15
DATE

RESIDENT 9/25/15
DATE

RESIDENT 9/25/15
DATE

No representation is made as to the legal validity or the adequacy of any provision in this AGREEMENT. If you desire, legal advice, consult an attorney.

ELECTION OF PROCEEDINGS - CAFRA FORM

NOTE: READ THE ATTACHED NOTICE OF SEIZURE AND INFORMATION FOR CLAIMANTS BEFORE YOU FILL OUT THIS FORM. THIS FORM SHOULD BE COMPLETED AND RETURNED TO U.S. CUSTOMS AND BORDER PROTECTION (CBP) AT ATTN: FP&E, 6747 ENGLE ROAD, MIDDLEBURG HEIGHTS, OHIO 44130.

I understand that property in which I have an interest has been seized by CBP/Homeland Security Investigations (HSI) under case number 2016-4115-00004301

Check **ONLY ONE (1)** of the following choices:

- ☒ **1. I REQUEST THAT CBP CONSIDER MY PETITION ADMINISTRATIVELY BEFORE FORFEITURE PROCEEDINGS ARE INITIATED.** My petition is attached. By making this request, I understand that I can request, in writing, that my case be referred for judicial forfeiture proceedings at any time prior to the completion of the administrative forfeiture proceedings or as set forth in the notice of seizure. If I choose to wait for an administrative decision on my petition, my deadline for filing a claim as required by 18 U.S.C. § 983(a)(2)(B) is 60 days from the date of the petition decision; or, if I choose to file a supplemental petition, my deadline for filing a claim as required by 18 U.S.C. § 983(a)(2)(B) is 60 days from the date of the supplemental petition decision. If I file a complete "Seized Asset Claim" form or other claim consistent with the requirements of 18 U.S.C. § 983(a)(2)(C), CBP consideration of my petition will stop and the case will be sent to the United States Attorney's Office for judicial forfeiture proceedings.
- ☐ **2. I REQUEST THAT CBP CONSIDER MY OFFER IN COMPROMISE ADMINISTRATIVELY BEFORE FORFEITURE PROCEEDINGS ARE INITIATED.** My offer is attached. By making this request, I understand that I can request, in writing, that my case be referred for judicial forfeiture proceedings at any time prior to the completion of the administrative forfeiture proceedings or as set forth in the notice of seizure. If I choose to wait for an administrative decision on my offer, my deadline for filing a claim is 30 days from the date of the decision. If I file a complete "Seized Asset Claim" form or other claim consistent with the requirements of 18 U.S.C. § 983(a)(2)(C), CBP consideration of my offer will stop and the case will be sent for judicial forfeiture proceedings.
- ☐ **3. I ABANDON ANY CLAIM OR INTEREST I MAY HAVE IN THE PROPERTY.** I understand that no additional notice about future proceedings concerning the property will be provided to me.
- ☐ **4. I AM FILING A CLAIM AND REQUESTING THAT CBP REFER THE CASE FOR COURT ACTION.** Please send the case to the U.S. Attorney for court action. I have fully completed, signed and attached a "Seized Asset Claim" form. I understand that if I have not fully completed this form, or otherwise made a proper claim and request for judicial forfeiture pursuant to 18 U.S.C. § 983(a)(2)(C) within 35 days after the date the notice of seizure was mailed, CBP will treat any submission as a petition for relief without the ability to seek future judicial forfeiture proceedings.

Demetrius Williams
Name (Print)

06/24/16
Date

[Signature]
Signature

Rambo would only alert to currency recently in the proximity of drugs. We accept that Rambo reacted to the smell of drugs. But when perhaps as much as 80% of currency in circulation has drug residue on it, we are concerned that Rambo would have the same reaction to 80% of the circulated currency placed in front of him. If so, the alert, as the district court determined, is of little value.

Thus, the dog alert, at best, tells us that this currency (like most circulated currency) may have been exposed, at some point, to narcotics. When combined with more compelling evidence of a connection to a narcotics transaction, this kind of dog alert may be probative; but it adds little in this case." \$242,484.00, supra, p.510.

The dog alert in this case had no probative value. While this dog may have been successfully used in other cases in which narcotics were found, he found no narcotics while sniffing the petitioner's \$49,730.00.

"We accept that anyone [mailing] a large amount of currency would try to conceal it for safety reasons. See \$ 36,634.00, 103 F.3d at 1055 n.8 ('There is little significance in the fact that [claimant's money] was 'concealed' . . . Few people carry money, especially large sums, in any way other than 'concealed'.') " \$242,484.00, supra, p.506.

"In this country, forfeitures are not favored. They 'should be enforced only when within both the letter and the spirit of the law.' *United States v. One 1936 Model Ford V-8 De Luxe Coach*, 307 U.S. 219, 83 L. Ed. 1249, 59 S. Ct. 861, 865 (1939); see also *United States v. \$ 38,000.00*, 816 F.2d 1538, 1547 (11th Cir. 1987) ('Forfeitures are not favored in the law; strict compliance with the letter of the law by those seeking forfeiture must be required.'). Forfeiture, therefore, should be allowed only when the circumstances are definitely sufficient to establish probable cause to tie the pertinent property in a substantial way to an illegal drug transaction. Given the deficiencies -- even viewed collectively and with a practical eye -- of the elements presented, and the complete lack of evidence connecting the seized money directly to illegal narcotics, the government's case here falls short of the probable-cause line for a forfeiture." \$242,484.00, supra, p.516.

The petitioner is entitled to the innocent owner defense, 18 U.S.C. §983(d):
"Innocent owner defense.

(1) An innocent owner's interest in property shall not be forfeited under any civil forfeiture statute. The claimant shall have the burden of proving that the claimant is an innocent owner by a preponderance of the evidence."

The \$49,730.00 cannot be forfeited as it would violate the Excessive Fines Clause of the Eighth Amendment of the Constitution:

18 U.S.C. §983 provides: "(g) Proportionality.
(1) The claimant under subsection (a)(4) may petition the court to determine whether the

forfeiture was constitutionally excessive.

(2) In making this determination, the court shall compare the forfeiture to the gravity of the offense giving rise to the forfeiture.

(3) The claimant shall have the burden of establishing that the forfeiture is grossly disproportional by a preponderance of the evidence at a hearing conducted by the court without a jury.

(4) If the court finds that the forfeiture is grossly disproportional to the offense it shall reduce or eliminate the forfeiture as necessary to avoid a violation of the Excessive Fines Clause of the Eighth Amendment of the Constitution."

Based on all of the above analysis, the petitioner has proven her innocence with regard to the seized money and that the government had no probable cause to seize the money, therefore, it must now be refunded.

Sincerely,


Peter S. Herrick

PETER S. HERRICK, P.A.
Attorneys At Law

4637 Bayshore Blvd. NE
St. Petersburg, FL 33703
Tel. 727-289-8718
Fax. 727-350-4535
Email: pssherrick@gmail.com
Of Counsel: Josh Levy

2997 Day Avenue
Miami, Florida 33133
Cell: 786-877-6317

301 East Ocean Blvd.
Suite 525
Long Beach, CA 90802
Tel. 562-285-2870
Web: CustomsLawyer.Net

June 24, 2016

Rcvd by FP&F 4101

EMAIL AND TELECOPY (440-891-3870)

JUN 28 2016

U. S. CBP

Tessie Douglass
F. P. & F. Officer
U S Customs and Border Protection
6747 Engle Road
Middleburg Heights OH 44130

(b) (6), (b) (7)(C)

Petitioner: Samara Williams
Customs Case No. 2016-4115-000043-01
Seized: \$49,730.00

Dear Ms. Douglass:

This petition is being filed pursuant to 19 U.S.C. §1618 for the refund of the \$49,730.00 in the referenced matter. CBP has alleged in its seizure notice of May 25, 2016 that the seized \$49,730.00 was involved in a drug trafficking/money laundering operation in violation of 18 U.S.C. §§1952, 1956 and 1961.

Section 1952 provides: "(a) Whoever travels in interstate or foreign commerce or uses the mail or any facility in interstate or foreign commerce, with intent to--

- (1) distribute the proceeds of any unlawful activity; or
- (2) commit any crime of violence to further any unlawful activity; or
- (3) otherwise promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on, of any unlawful activity,

and thereafter performs or attempts to perform--

- (A) an act described in paragraph (1) or (3) shall be fined under this title,

imprisoned not more than 5 years, or both; or

(B) an act described in paragraph (2) shall be fined under this title, imprisoned for not more than 20 years, or both, and if death results shall be imprisoned for any term of years or for life."

This section does not provide authority for the seizure and forfeiture of the \$49,730.00

Section 1956 provides: "(b) Penalties.(1) In general. Whoever conducts or attempts to conduct a transaction described in subsection (a)(1) or (a)(3), or section 1957 [18 USCS § 1957], or a transportation, transmission, or transfer described in subsection (a)(2), is liable to the United States for a civil penalty of not more than the greater of--(A) the value of the property, funds, or monetary instruments involved in the transaction; or(B) \$ 10,000."

This section does not provide authority for the seizure and forfeiture of the \$49,730.00.

Section 1961 is a "definitions" section and does not provide authority for the seizure and forfeiture of the \$49,730.00.

18 U.S.C. §981 provides: "(a) (1) The following property, real or personal, is subject to forfeiture to the United States:(A) Any property, real or personal, involved in a transaction or attempted transaction in violation of section 1956, 1957 or 1960 of this title [18 USCS § 1956, 1957, or 1960], or any property traceable to such property."

The seized \$49,730.00 was not involved in a transaction or attempted transaction referred to in this section as will be describe below, and, therefore, is not subject to seizure and forfeiture.

21 U.S.C. §881 provides: "(a)(6) All moneys, negotiable instruments, securities, or other things of value furnished or intended to be furnished by any person in exchange for a controlled substance or listed chemical in violation of this title, all proceeds traceable to such an exchange, and all moneys, negotiable instruments, and securities used or intended to be used to facilitate any violation of this title."

There is no evidence that the seized \$49,730.00 was furnished or intended to be furnished in exchange for a controlled substance. From the information the

petitioner is aware a police dog sniffed the money but the money cannot be traced to any drug trafficking or money laundering event.

Facts

The petitioner was approached by her old girlfriend in Atlanta for a favor. Her girlfriend's boyfriend traveled to Los Angeles frequently as he was an artist/musician. Because he was spending more time in Los Angeles a request was made to the petitioner to rent an apartment for him. The petitioner rented him an apartment in Studio City, California. A copy of the lease is enclosed.

The rent for 12 months was \$45,600.00, plus the security deposit of \$4179 totaled \$49,779.00. The seized \$49,730 was being mailed to the petitioner to cover the costs of the rental agreement.

Legal Argument To Support The Release Of The \$49,730.00

The petitioner will demonstrate circumstances that warrant the release of the seized \$49,730.00 to her. This demonstration is based on the facts from the forfeiture complaint and an analysis of the currency forfeiture decision, U.S. v. \$242,484.00, 352 F.3d 499 (11th Cir. 2003) vacated on other grounds by rehearing en banc 357 F. 3d 1225 (11th Cir. 2004).

The government has made no showing -- that rises above suspicion -- of a connection between the seized money and controlled substances. To prevail in a civil forfeiture case, the government must establish "probable cause for belief that a substantial connection exists between the property to be forfeited and the criminal activity defined by the statute." *United States v. \$ 4,255,625.39*, 762 F.2d 895, 903 (11th Cir. 1985)

"[Mailing] a large amount of cash can indicate criminal activity. But it is not illegal to transport money this way. A large amount of cash does not -- alone -- satisfy the government's burden to show probable cause. \$ 121,100.00, 999 F.2d at 1507. In addition, to support a forfeiture under section 881, there must be a link to criminal activity which must be a narcotics transaction." \$242,484.00, *supra*, p.506.

"We agree with the district court that 'the narcotics-detection dog's alert to the currency is also worth noting, although perhaps worth little else.' The probative value of dog alerts to the smell of narcotics on currency has been called into question of late: most United States currency is suspected of having traces of narcotics. By the way, even the government's own testimony in this case indicated that perhaps as much as 80% of money in circulation may carry residue of narcotics. The district court did not find that Rambo would decline to alert to most circulated currency. Nor did the district court find that



U.S. Customs and
Border Protection

6747 ENGLE ROAD
MIDDLEBURG HEIGHTS, OH 44130

FPF DWV

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE \$300

CERTIFIED MAIL®



7015 3430 0000 4684 3653



UNITED STATES POSTAGE
U.S. OFFICIAL MAIL
PENALTY FOR
PRIVATE USE \$300
02 1P
0000012823
MAILED FROM ZIP CODE
\$06.95⁵
MAY 28 2016

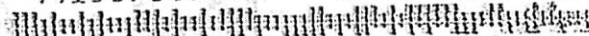
UPKPTS

AT THIS ADDRESS

NIXIE 300 DC 1 0006/21/16

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 44130790747 *1032-03314-26-42



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Keshia Moore
925 B Peachtree St. NE
(UPS store #4724)
Atlanta, GA 30309



9590 9402 1426 5:

2. Article Number (Transfer from.

7015 3430 00.

PS Form 3811, July 2015 PS

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery	
---------------------	--

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

☐ Yes☐ No

51167620117351 regarding US Trade and Policy of Intellectual Property Rights. It reported from the UK, 24 pages, contains that the current position of intellectual property rights in the UK, and the impact of the UK's trade policy on intellectual property rights. The report also contains a list of references.

6747 Engle Road
Middleburg Heights, OH 44130



**U.S. Customs and
Border Protection**

**NOTICE OF SEIZURE AND INFORMATION TO CLAIMANTS
CAFRA FORM**

May 25, 2016

(b) (6), (b) (7)(C), (b) (7)(E)

Rcvd by FP&F 4101
JUN 30 2016
U. S. CBP

Kesha Moore
925B Peachtree Street NE
(UPS Store #4724)
Atlanta, GA 30309

CERTIFIED - RETURN RECEIPT REQUESTED 7015 3430 0000 4684 3653

Re: Case Number 2016-4115-00004301

Dear Sir/Madam:

This is to notify you that Homeland Security Investigations (HSI) seized the property described below at Louisville, KY on April 20, 2016:

\$49,730.00 in U.S. Currency

The appraised domestic value of the property is 49,730.00.

The currency was seized and is subject to forfeiture under the provisions of Title 18, United States Code, Section 981 and Title 21, United States Code, Section 881. Enforcement activity indicates that the currency was involved in a drug trafficking/money laundering operation, in violation of Title 18, United States Code, Sections 1952, 1956 and 1961.

The facts available to CBP indicate that you have an interest in the seized property. The purpose of this letter is to advise you of the options available to you concerning this seizure. Two important documents—an "Election of Proceedings" form and a "Seized Asset Claim" form—are enclosed with this letter. You must choose one of the options outlined below, indicate your choice on the "Election of Proceedings" form, and return it, and any other necessary documents, to CBP within the allotted time frame (see options below).

Your options are as follows:

1. **Petition:** You may file a petition with this office within 30 days from the date of this letter in accordance with Title 19, United States Code (U.S.C.), Section 1618 and Title 19, Code of Federal Regulations (C.F.R.), Sections 171.1 and 171.2 (19 C.F.R. §§ 171.1, 171.2), seeking the remission of the forfeiture. The petition does not need to be in any specific form, but it must describe the property involved, identify the date and place of the seizure, include all the facts and circumstances which you believe warrant relief from forfeiture and must include proof of your interest in or claim to the property. Examples of proof of interest include, but are not limited to, a car title, loan agreement, or documentation of the source of funds. If you choose this option, you must check Box 1 on the "Election of Proceedings" form.

By completing Box 1 on the "Election of Proceedings" form, you are requesting administrative processing. You are requesting that CBP refrain from beginning forfeiture proceedings while your petition is pending or that CBP halt forfeiture proceedings if they have already commenced.

If you choose to file an administrative petition and are dissatisfied with the petition decision (initial petition or supplemental petition), you will have an additional 60 days from the date of the initial petition decision, or 60 days from the date of the supplemental petition decision, or such other time as specified by the Fines, Penalties and Forfeitures Officer to file a claim to the property requesting a referral to the U.S. Attorney. If you do not act within these time frames, the property may be administratively forfeited to the United States. You may also request a referral to the U.S. Attorney at any point prior to the issuance of a petition decision by filing a claim. *Please see section 4 of this letter for information on how to request judicial action.* If you take such action after filing a petition for relief, your pending petition will be withdrawn from consideration.

If you request a referral to the U. S. Attorney or if another person asserting an interest in the same property chooses a referral to the U. S. Attorney, the matter will be referred to the U.S. Attorney who will have the authority to file a forfeiture action against the property in federal court pursuant to Title 18, U.S.C., Section 983(a)(3) (19 U.S.C. § 983(a)(3)).

If upon receipt of your petition, the matter has already been referred to the U.S. Attorney's Office for the institution of judicial forfeiture proceedings, your petition will be forwarded to the U.S. Attorney's Office for consideration.

2. **Offer in Compromise:** At any time prior to forfeiture, you may file an offer in compromise in accordance with 19 U.S.C. § 1617 and 19 C.F.R. §§ 161.5, 171.31. The offer must specifically state that you are making it under the provisions of 19 U.S.C. § 1617. If you are offering money in settlement of the case, you must include payment (bank draft, cashier's check or certified check, drawn on a U.S. financial institution, and made payable to CBP) in the amount of your offer. CBP may only consider the amount of your offer and will return the full offer if it is rejected. *This option may serve to delay the case.* If you choose this option, you must check Box 2 on the "Election of Proceedings" form.

If you choose to submit an offer in compromise and are dissatisfied with the offer decision, you will have an additional 30 days from the date of the offer decision to file a claim requesting a referral for judicial action. If you do not act within the additional 30 days, the property may be forfeited to the United States.

You may also request a referral for judicial action at any point prior to the issuance of the offer decision by fully completing the enclosed "Seized Asset Claim" form or by otherwise submitting a complete judicial claim consistent with the requirements under 18 U.S.C. § 983(a)(2)(C). If you take such action, your petition or offer will be considered to have been withdrawn.

If, upon receipt of your offer, the matter has already been referred to the U.S. Attorney's Office for the institution of judicial forfeiture proceedings, your offer will be forwarded to the U.S. Attorney's Office for consideration as an offer in settlement of the judicial action, as appropriate.

3. **Abandon:** You may abandon the property or state that you have no claim to or interest in it. If you choose this option, you should check Box 3 on the "Election of Proceedings" form. The Government may proceed with forfeiture proceedings or address claims from other parties concerning the property, without further involving you.
4. **Court Action:** On or before July 5, 2016, you may request referral of this matter to the U.S. Attorney, who will have the authority to file a forfeiture action against the property in federal court pursuant to 18 U.S.C. § 983(a)(3). If you choose this option, you should check Box 4 on the "Election of Proceedings" form, and fully complete the enclosed "Seized Asset Claim" form or otherwise submit a complete judicial claim as required by 18 U.S.C. § 983(a)(2)(C).

Take No Action: If you choose to do nothing, this office may initiate forfeiture action. The first notice will be posted on or about 35 days from the date of this letter.

For property appraised in excess of \$5,000, CBP will post notice of seizure and intent to forfeit on the internet at www.forfeiture.gov for 30 consecutive days.

For property appraised at \$5000 or less, CBP will post a notice of seizure and intent to forfeit in a conspicuous place accessible to the public at the customhouse or Border Patrol sector office (where appropriate) nearest the place of seizure as well as on the internet at www.forfeiture.gov for 30 consecutive days.

Release on Payment: If the seized merchandise is not, by law, prohibited from entry into the commerce of the United States, you may, within 30 days of this letter, submit an offer to pay the full appraised domestic value of the seized property accompanied by the full payment (bank draft, cashier's check or certified check, drawn on a U.S. financial institution, and made payable to CBP) or an irrevocable letter of credit in accordance with 19 U.S.C. § 1614 and 19 C.F.R. § 162.44.

If CBP accepts your offer to substitute release of the seized property on payment, the property will be immediately released, and the payment or letter of credit will be substituted for the seized property. You may still submit a petition, offer in compromise, or request that the matter be referred to the U.S. Attorney's Office and you must check the appropriate box on the "Election of Proceedings" form. The decision letter on your offer will provide you with the time frames for those options.

If, upon receipt of your offer, the matter has already been referred to the U.S. Attorney's Office for the institution of judicial forfeiture proceedings, your offer will be forwarded to the U.S. Attorney for consideration.

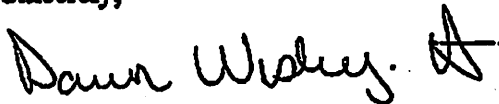
Holder of a Lien or Security Interest: If you are a holder of a lien or security interest and you do not file a request for court action (option 4 above), you may avail yourself of any of the other enumerated options. No relief will be granted to you until after forfeiture, unless your petition, offer or request is accompanied by an agreement to hold the United States, its officers and employees harmless, and a release from the registered owner and/or person from whom the property was seized.

All accompanying documents must be in the English language or accompanied by an English language translation and submitted in duplicate.

No matter which box you check on the "Election of Proceedings" form, you should sign, date and return the form, along with any petition, offer in compromise, or request for judicial proceedings, if those documents are necessary to support the option you choose. *A "Seized Asset Claim" form should only be completed, signed, and returned if you make a claim and ask for the case to be referred for judicial forfeiture.* Important: If these forms are not enclosed with this letter, please promptly call the telephone number below.

All correspondence should be addressed to U.S. Customs and Border Protection, Attn: FP&F, 6747 Engle Road, Middleburg Heights, Ohio 44130. If further information is required, contact Paralegal Specialist Dawn Wesley-Ventura at (440) 891-2521 or dawn.m.wesley-ventura@cbp.dhs.gov. All inquiries should reference the case number.

Sincerely,



For/ Tessie Douglass
Fines, Penalties and Forfeiture Officer

Enclosures: Election of Proceedings – CAFRA Form
CAFRA Seized Asset Claim Form

**A FALSE STATEMENT OR CLAIM MAY SUBJECT A PERSON TO
PROSECUTION UNDER 18 U.S.C. § 1001 AND/OR 18 U.S.C. § 1621, AND MAY BE
PUNISHABLE BY A FINE AND IMPRISONMENT**

ELECTION OF PROCEEDINGS - CAFRA FORM

NOTE: READ THE ATTACHED NOTICE OF SEIZURE AND INFORMATION FOR CLAIMANTS BEFORE YOU FILL OUT THIS FORM. THIS FORM SHOULD BE COMPLETED AND RETURNED TO U.S. CUSTOMS AND BORDER PROTECTION (CBP) AT ATTN: FP&E, 6747 ENGLE ROAD, MIDDLEBURG HEIGHTS, OHIO 44130.

I understand that property in which I have an interest has been seized by CBP/Homeland Security Investigations (HSI) under case number 2016-4115-00004301.

Check **ONLY ONE (1)** of the following choices:

- ☐ 1. **I REQUEST THAT CBP CONSIDER MY PETITION ADMINISTRATIVELY BEFORE FORFEITURE PROCEEDINGS ARE INITIATED.** My petition is attached. By making this request, I understand that I can request, in writing, that my case be referred for judicial forfeiture proceedings at any time prior to the completion of the administrative forfeiture proceedings or as set forth in the notice of seizure. If I choose to wait for an administrative decision on my petition, my deadline for filing a claim as required by 18 U.S.C. § 983(a)(2)(B) is 60 days from the date of the petition decision; or, if I choose to file a supplemental petition, my deadline for filing a claim as required by 18 U.S.C. § 983(a)(2)(B) is 60 days from the date of the supplemental petition decision. If I file a complete "Seized Asset Claim" form or other claim consistent with the requirements of 18 U.S.C. § 983(a)(2)(C), CBP consideration of my petition will stop and the case will be sent to the United States Attorney's Office for judicial forfeiture proceedings.
- ☐ 2. **I REQUEST THAT CBP CONSIDER MY OFFER IN COMPROMISE ADMINISTRATIVELY BEFORE FORFEITURE PROCEEDINGS ARE INITIATED.** My offer is attached. By making this request, I understand that I can request, in writing, that my case be referred for judicial forfeiture proceedings at any time prior to the completion of the administrative forfeiture proceedings or as set forth in the notice of seizure. If I choose to wait for an administrative decision on my offer, my deadline for filing a claim is 30 days from the date of the decision. If I file a complete "Seized Asset Claim" form or other claim consistent with the requirements of 18 U.S.C. § 983(a)(2)(C), CBP consideration of my offer will stop and the case will be sent for judicial forfeiture proceedings.
- ☐ 3. **I ABANDON ANY CLAIM OR INTEREST I MAY HAVE IN THE PROPERTY.** I understand that no additional notice about future proceedings concerning the property will be provided to me.
- ☐ 4. **I AM FILING A CLAIM AND REQUESTING THAT CBP REFER THE CASE FOR COURT ACTION.** Please send the case to the U.S. Attorney for court action. I have fully completed, signed and attached a "Seized Asset Claim" form. I understand that if I have not fully completed this form, or otherwise made a proper claim and request for judicial forfeiture pursuant to 18 U.S.C. § 983(a)(2)(C) within 35 days after the date the notice of seizure was mailed, CBP will treat any submission as a petition for relief without the ability to seek future judicial forfeiture proceedings.

Name (Print)

Date

Signature

**U.S. CUSTOMS AND BORDER PROTECTION
CAFRA SEIZED ASSET CLAIM FORM**

Name: _____ Case Number: 2016-4115-00004301
Address: _____ Telephone No: () _____

IMPORTANT: BE SURE TO COMPLETE ALL PARTS BELOW. THIS CLAIM FORM MUST BE SIGNED BY THE CLAIMANT HIS OR HER SELF, NOT BY THE ATTORNEY OR OTHER REPRESENTATIVE ACTING ON BEHALF OF THE CLAIMANT.

As authorized by 18 U.S.C. § 983(a)(2)(A), I request that the Government file a complaint for forfeiture on the seized property described below:

PART I

List all the items in which you claim an interest. Include sufficient information to identify the items, such as serial numbers, make and model numbers, aircraft tail numbers, photographs, and so forth. Attach additional sheets of paper if more space is needed.

PART II

State your interest in each item of property listed above. Attach additional sheets of paper if more space is needed.

PART III (ATTESTATION AND OATH)

I attest and declare *under penalty of perjury* that the information provided in support of my claim is true and correct to the best of my knowledge and belief.

Name (Print)

Date

Signature

**A FALSE STATEMENT OR CLAIM MAY SUBJECT A PERSON TO
PROSECUTION UNDER 18 U.S.C. § 1001 AND/OR 1621 AND IS PUNISHABLE BY
A FINE AND UP TO FIVE YEARS IMPRISONMENT.**

DEPARTMENT OF HOMELAND SECURITY

(b) (7)(E)

(b) (6), (b) (7)
(C), (b) (7)(E)CUSTODY RECEIPT for
SEIZED PROPERTY and EVIDENCE

Handbook 5200-09

1. FPF No. 2016411500004301		2. Incident No. (b) (7)(E)	
3. Investigative Case No. (b) (7)(E)		4. Enforce No. []	
5. Prior Detention? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, DHS 6051D No. _____		6. Date Seized (mm/dd/yyyy) 5/16/2016	7. Time Seized (Use 24 Hrs) 0900
8. FDIN/Misc.		11. Seal or Other ID Nos.	
9. Seized From: Name: <u>S. Williams</u> Address: <u>12229 Dehougue St</u> <u>North Hollywood, CA</u> Telephone No. () Ext: _____		10. Entry No. 12. Remarks: (b) (7)(E) (b) (7)(E) (b) (7)(E) Rcvd by FP&F 4101	
13. Send Correspondence to:			

JUN 27 2016

U. S. CBP

14. PROPERTY (By Line Item) Attach DHS Form 58 if conveyance					
a. Line Item No.	b. Description	c. Packages Number	Type	d. Measurements Qty. UM	e. Est. Dom. Value
1	Cashier's Check			1 ec	\$ 49,730
					\$
					\$
					\$
					\$
					\$
					\$

15. Seizing Officer (b) (6), (b) (7)(D) X (b) (6), (b) (7)(C)		5/16/16	
Print Name	Signature	Date	

16. ACCEPTANCE / CHAIN OF CUSTODY				
a. Line Item No.	b. Description	c. Print Name/Title/Organization	d. Signature	e. Date
1	CASHIER'S CHECK (b) (7)(E)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	5-17-16

Rcvd by FP&F 4101
JUN 27 2016
U. S. CBPDHS Form 6051A Continuation Sheet Attached? Yes ☐ No ☐DHS retains original
Previous editions are obsolete

DHS Form 6051S (08/09)

5118415

1. NAME OF PAYER/IMPORTER <i>S. Williams</i>		CBP officer must record above serial number on all checks and money orders accepted in payment. (19 CFR 24, 1 (b)) DEPARTMENT OF HOMELAND SECURITY U.S. Customs and Border Protection COLLECTION RECEIPT OR INFORMAL ENTRY 19 CFR 4.23, 10.71, 123.4, 141.56, 143.23-143.25, 145.12, 148.27
2. ADDRESS (include ZIP code) <i>12229 Dehaugre St.</i> <i>North Hollywood, CA</i>		
3. TELEPHONE NO. ()	4. DATE	

RECEIPT	5. ACCT. CLASS CODE	6. USER CHARGE CODE	7. REMARKS/CASE NO./VIOLATION	8. AMOUNT	
	741		SEIZURE # 2016411500004301	49,730	99
9. TOTAL COLLECTION:			CBP officer must write CBP 368 serial no. on all checks and money orders accepted in payment. (19 CFR 24.1 (b))		49,730 99

INFORMAL ENTRY	10. DESCRIPTION OF MERCHANDISE AND/OR H.T.S.U.S. NO.; G.O. NO.; VIOLATION		11. VALUE	12. RATE	13. DUTY	
14. I.T./BL.AWB NO.		15. I.T. ORIGIN PORT	20. DUTY:			
16. COUNTRY OF EXPORT		17. IMPORTATION DATE	21. I.R. TAX:			
18. IMPORTING CARRIER		22. MERCHANDISE PROCESSING FEE:				
I declare that the information above set forth is accurate to the best of my knowledge and belief and that I have not received and do not know of any other invoice than that attached. 19. IMPORTER OR AGENT SIGNATURE		23. OTHER:				
		24. TOTAL COLLECTION:				
		CBP officer must write serial no. on all checks and money orders. (19 CFR 24.1 (b))				

25. CBP OFFICER SIGNATURE/BADGE NO. <i>CBP Tech</i> <i>502-366-3398</i>	26. TOTAL CASH <i>-0-</i>	IMPORTER/PAYER MAY PROTEST/PETITION DUTIES/PENALTIES COLLECTED TO THE APPROPRIATE PORT DIRECTOR IN ACCORDANCE WITH CBP REGULATIONS.
--	------------------------------	---

PART 1 (WHITE)-COLLECTION COPY
 PART 2 (PINK)-PAYER COPY
 PART 3 (YELLOW)-RECORD COPY

CBP Form 368 (01/09)



First-Class Mail
Postage & Fees Paid
Permit No. G-10

U.S. CUSTOMS AND
BORDER PROTECTION

9590 5402 10160 1329 7415 91

JUN 06 2016

United States
Postal Service

U. S. Customs & Border Protection
6747 Engle Road
Middleburg Hts., Ohio 44130
2016-4115-00004301 DWFPF



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

S. Williams
12229 Dehaugne Street
North Hollywood, CA
91605



9590 9402 1426 5329 7618 91

2. Article Number (Transfer from service label)

7015 3430 0000 4684 3660

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *FAKEL CORBITT* ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

6/3/16

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Mail Restricted Delivery (500) | |

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$ _____
☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postage

Total Postage and Fees

\$ _____

Sent To

Wesley Moore

Street and Apt. No., or P.O. Box No.

9590 81482 1426 5329-7148 84

City, State, ZIP+4[®]

20110-4115-00004301

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark
Here

2015 APR 14 0000 4694 859E

Certified Mail service provides the following benefits:

- A receipt (the portion of the Certified Mail label) for an electronic return receipt, can be used as evidence for assistance. To receive a Certified Mail receipt for an electronic fee, present this USPS-purchased Certified Mail receipt to the retail associate.
- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signer to be at least 21 years of age (not suitable at retail).
- Adult signature restricted delivery service, which requires the signer to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not suitable at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office® for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the horizontal portion of this label, affix it to the envelope, apply appropriate postage, and deposit the envelope.

RETURN TO: Same day receipt for your records.

Certified Mail service provides the following benefits:

- A receipt (the portion of the Certified Mail label).
 - A unique identifier for your envelope.
 - Electronic verification of delivery or attempted delivery.
 - A record of delivery (including the recipient's signature) that is retained by the Postal Service® for a specified period.
- Important Reminders:**
- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
 - Certified Mail service is not available for international mail.
 - Insurance coverage is not available for purchases with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
 - For an additional fee, and with a proper endorsement on the envelope, you may request the following services:
 - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*, attach PS Form 3811 to your envelope; Receipt attach PS Form 3811 to your envelope.

PS Form 3800, April 2015 (Revised) PSN 7530-02-000-9007



**U.S. Customs and
Border Protection**

**NOTICE OF SEIZURE AND INFORMATION TO CLAIMANTS
CAFRA FORM**

May 25, 2016

Kesha Moore
925B Peachtree Street NE
(UPS Store #4724)
Atlanta, GA 30309

CERTIFIED - RETURN RECEIPT REQUESTED 7015 3430 0000 4684 3653

Re: Case Number 2016-4115-00004301

Dear Sir/Madam:

This is to notify you that Homeland Security Investigations (HSI) seized the property described below at Louisville, KY on April 20, 2016:

\$49,730.00 in U.S. Currency

The appraised domestic value of the property is 49,730.00.

The currency was seized and is subject to forfeiture under the provisions of Title 18, United States Code, Section 981 and Title 21, United States Code, Section 881. Enforcement activity indicates that the currency was involved in a drug trafficking/money laundering operation, in violation of Title 18, United States Code, Sections 1952, 1956 and 1961.

The facts available to CBP indicate that you have an interest in the seized property. The purpose of this letter is to advise you of the options available to you concerning this seizure. Two important documents—an "Election of Proceedings" form and a "Seized Asset Claim" form—are enclosed with this letter. You must choose one of the options outlined below, indicate your choice on the "Election of Proceedings" form, and return it, and any other necessary documents, to CBP within the allotted time frame (see options below).

Your options are as follows:

1. **Petition:** You may file a petition with this office within 30 days from the date of this letter in accordance with Title 19, United States Code (U.S.C.), Section 1618 and Title 19, Code of Federal Regulations (C.F.R.), Sections 171.1 and 171.2 (19 C.F.R. §§ 171.1, 171.2), seeking the remission of the forfeiture. The petition does not need to be in any specific form, but it must describe the property involved, identify the date and place of the seizure, include all the facts and circumstances which you believe warrant relief from forfeiture and must include proof of your interest in or claim to the property. Examples of proof of interest include, but are not limited to, a car title, loan agreement, or documentation of the source of funds. If you choose this option, you must check Box 1 on the "Election of Proceedings" form.

By completing Box 1 on the "Election of Proceedings" form, you are requesting administrative processing. You are requesting that CBP refrain from beginning forfeiture proceedings while your petition is pending or that CBP halt forfeiture proceedings if they have already commenced.

If you choose to file an administrative petition and are dissatisfied with the petition decision (initial petition or supplemental petition), you will have an additional 60 days from the date of the initial petition decision, or 60 days from the date of the supplemental petition decision, or such other time as specified by the Fines, Penalties and Forfeitures Officer to file a claim to the property requesting a referral to the U.S. Attorney. If you do not act within these time frames, the property may be administratively forfeited to the United States. You may also request a referral to the U.S. Attorney at any point prior to the issuance of a petition decision by filing a claim. *Please see section 4 of this letter for information on how to request judicial action.* If you take such action after filing a petition for relief, your pending petition will be withdrawn from consideration.

If you request a referral to the U. S. Attorney or if another person asserting an interest in the same property chooses a referral to the U. S. Attorney, the matter will be referred to the U.S. Attorney who will have the authority to file a forfeiture action against the property in federal court pursuant to Title 18, U.S.C., Section 983(a)(3) (19 U.S.C. § 983(a)(3)).

If upon receipt of your petition, the matter has already been referred to the U.S. Attorney's Office for the institution of judicial forfeiture proceedings, your petition will be forwarded to the U.S. Attorney's Office for consideration.

2. **Offer in Compromise:** At any time prior to forfeiture, you may file an offer in compromise in accordance with 19 U.S.C. § 1617 and 19 C.F.R. §§ 161.5, 171.31. The offer must specifically state that you are making it under the provisions of 19 U.S.C. § 1617. If you are offering money in settlement of the case, you must include payment (bank draft, cashier's check or certified check, drawn on a U.S. financial institution, and made payable to CBP) in the amount of your offer. CBP may only consider the amount of your offer and will return the full offer if it is rejected. *This option may serve to delay the case.* If you choose this option, you must check Box 2 on the "Election of Proceedings" form.

If you choose to submit an offer in compromise and are dissatisfied with the offer decision, you will have an additional 30 days from the date of the offer decision to file a claim requesting a referral for judicial action. If you do not act within the additional 30 days, the property may be forfeited to the United States.

You may also request a referral for judicial action at any point prior to the issuance of the offer decision by fully completing the enclosed "Seized Asset Claim" form or by otherwise submitting a complete judicial claim consistent with the requirements under 18 U.S.C. § 983(a)(2)(C). If you take such action, your petition or offer will be considered to have been withdrawn.

If, upon receipt of your offer, the matter has already been referred to the U.S. Attorney's Office for the institution of judicial forfeiture proceedings, your offer will be forwarded to the U.S. Attorney's Office for consideration as an offer in settlement of the judicial action, as appropriate.

3. **Abandon:** You may abandon the property or state that you have no claim to or interest in it. If you choose this option, you should check Box 3 on the "Election of Proceedings" form. The Government may proceed with forfeiture proceedings or address claims from other parties concerning the property, without further involving you.
4. **Court Action:** On or before July 5, 2016, you may request referral of this matter to the U.S. Attorney, who will have the authority to file a forfeiture action against the property in federal court pursuant to 18 U.S.C. § 983(a)(3). If you choose this option, you should check Box 4 on the "Election of Proceedings" form, and fully complete the enclosed "Seized Asset Claim" form or otherwise submit a complete judicial claim as required by 18 U.S.C. § 983(a)(2)(C).

Take No Action: If you choose to do nothing, this office may initiate forfeiture action. The first notice will be posted on or about 35 days from the date of this letter.

For property appraised in excess of \$5,000, CBP will post notice of seizure and intent to forfeit on the internet at www.forfeiture.gov for 30 consecutive days.

For property appraised at \$5000 or less, CBP will post a notice of seizure and intent to forfeit in a conspicuous place accessible to the public at the customhouse or Border Patrol sector office (where appropriate) nearest the place of seizure as well as on the internet at www.forfeiture.gov for 30 consecutive days.

Release on Payment: If the seized merchandise is not, by law, prohibited from entry into the commerce of the United States, you may, within 30 days of this letter, submit an offer to pay the full appraised domestic value of the seized property accompanied by the full payment (bank draft, cashier's check or certified check, drawn on a U.S. financial institution, and made payable to CBP) or an irrevocable letter of credit in accordance with 19 U.S.C. § 1614 and 19 C.F.R. § 162.44.

If CBP accepts your offer to substitute release of the seized property on payment, the property will be immediately released, and the payment or letter of credit will be substituted for the seized property. You may still submit a petition, offer in compromise, or request that the matter be referred to the U.S. Attorney's Office and you must check the appropriate box on the "Election of Proceedings" form. The decision letter on your offer will provide you with the time frames for those options.

If, upon receipt of your offer, the matter has already been referred to the U.S. Attorney's Office for the institution of judicial forfeiture proceedings, your offer will be forwarded to the U.S. Attorney for consideration.

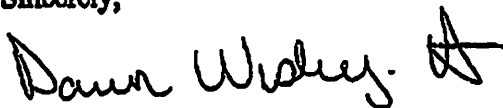
Holder of a Lien or Security Interest: If you are a holder of a lien or security interest and you do not file a request for court action (option 4 above), you may avail yourself of any of the other enumerated options. No relief will be granted to you until after forfeiture, unless your petition, offer or request is accompanied by an agreement to hold the United States, its officers and employees harmless, and a release from the registered owner and/or person from whom the property was seized.

All accompanying documents must be in the English language or accompanied by an English language translation and submitted in duplicate.

No matter which box you check on the "Election of Proceedings" form, you should sign, date and return the form, along with any petition, offer in compromise, or request for judicial proceedings, if those documents are necessary to support the option you choose. *A "Seized Asset Claim" form should only be completed, signed, and returned if you make a claim and ask for the case to be referred for judicial forfeiture.* Important: If these forms are not enclosed with this letter, please promptly call the telephone number below.

All correspondence should be addressed to U.S. Customs and Border Protection, Attn: FP&F, 6747 Engle Road, Middleburg Heights, Ohio 44130. If further information is required, contact Paralegal Specialist Dawn Wesley-Ventura at (440) 891-2521 or dawn.m.wesley-ventura@cbp.dhs.gov. All inquiries should reference the case number.

Sincerely,



For/ Tessie Douglass
Fines, Penalties and Forfeiture Officer

Enclosures: Election of Proceedings – CAFRA Form
CAFRA Seized Asset Claim Form

**A FALSE STATEMENT OR CLAIM MAY SUBJECT A PERSON TO
PROSECUTION UNDER 18 U.S.C. § 1001 AND/OR 18 U.S.C. § 1621, AND MAY BE
PUNISHABLE BY A FINE AND IMPRISONMENT**

ELECTION OF PROCEEDINGS - CAFRA FORM

NOTE: READ THE ATTACHED NOTICE OF SEIZURE AND INFORMATION FOR CLAIMANTS BEFORE YOU FILL OUT THIS FORM. THIS FORM SHOULD BE COMPLETED AND RETURNED TO U.S. CUSTOMS AND BORDER PROTECTION (CBP) AT ATTN: FP&F, 6747 ENGLE ROAD, MIDDLEBURG HEIGHTS, OHIO 44130.

I understand that property in which I have an interest has been seized by CBP/Homeland Security Investigations (HSI) under case number 2016-4115-00004301.

Check ONLY ONE (1) of the following choices:

- ☐ 1. I REQUEST THAT CBP CONSIDER MY PETITION ADMINISTRATIVELY BEFORE FORFEITURE PROCEEDINGS ARE INITIATED. My petition is attached. By making this request, I understand that I can request, in writing, that my case be referred for judicial forfeiture proceedings at any time prior to the completion of the administrative forfeiture proceedings or as set forth in the notice of seizure. If I choose to wait for an administrative decision on my petition, my deadline for filing a claim as required by 18 U.S.C. § 983(a)(2)(B) is 60 days from the date of the petition decision; or, if I choose to file a supplemental petition, my deadline for filing a claim as required by 18 U.S.C. § 983(a)(2)(B) is 60 days from the date of the supplemental petition decision. If I file a complete "Seized Asset Claim" form or other claim consistent with the requirements of 18 U.S.C. § 983(a)(2)(C), CBP consideration of my petition will stop and the case will be sent to the United States Attorney's Office for judicial forfeiture proceedings.
- ☐ 2. I REQUEST THAT CBP CONSIDER MY OFFER IN COMPROMISE ADMINISTRATIVELY BEFORE FORFEITURE PROCEEDINGS ARE INITIATED. My offer is attached. By making this request, I understand that I can request, in writing, that my case be referred for judicial forfeiture proceedings at any time prior to the completion of the administrative forfeiture proceedings or as set forth in the notice of seizure. If I choose to wait for an administrative decision on my offer, my deadline for filing a claim is 30 days from the date of the decision. If I file a complete "Seized Asset Claim" form or other claim consistent with the requirements of 18 U.S.C. § 983(a)(2)(C), CBP consideration of my offer will stop and the case will be sent for judicial forfeiture proceedings.
- ☐ 3. I ABANDON ANY CLAIM OR INTEREST I MAY HAVE IN THE PROPERTY. I understand that no additional notice about future proceedings concerning the property will be provided to me.
- ☐ 4. I AM FILING A CLAIM AND REQUESTING THAT CBP REFER THE CASE FOR COURT ACTION. Please send the case to the U.S. Attorney for court action. I have fully completed, signed and attached a "Seized Asset Claim" form. I understand that if I have not fully completed this form, or otherwise made a proper claim and request for judicial forfeiture pursuant to 18 U.S.C. § 983(a)(2)(C) within 35 days after the date the notice of seizure was mailed, CBP will treat any submission as a petition for relief without the ability to seek future judicial forfeiture proceedings.

Name (Print)

Date

Signature

**U.S. CUSTOMS AND BORDER PROTECTION
CAFRA SEIZED ASSET CLAIM FORM**

Name: _____ Case Number: 2016-4115-00004301
Address: _____ Telephone No: () _____

IMPORTANT: BE SURE TO COMPLETE ALL PARTS BELOW. THIS CLAIM FORM MUST BE SIGNED BY THE CLAIMANT HIS OR HER SELF, NOT BY THE ATTORNEY OR OTHER REPRESENTATIVE ACTING ON BEHALF OF THE CLAIMANT.

As authorized by 18 U.S.C. § 983(a)(2)(A), I request that the Government file a complaint for forfeiture on the seized property described below:

PART I

List all the items in which you claim an interest. Include sufficient information to identify the items, such as serial numbers, make and model numbers, aircraft tail numbers, photographs, and so forth. Attach additional sheets of paper if more space is needed.

PART II

State your interest in each item of property listed above. Attach additional sheets of paper if more space is needed.

PART III (ATTESTATION AND OATH)

I attest and declare *under penalty of perjury* that the information provided in support of my claim is true and correct to the best of my knowledge and belief.

Name (Print)

Date

Signature

**A FALSE STATEMENT OR CLAIM MAY SUBJECT A PERSON TO
PROSECUTION UNDER 18 U.S.C. § 1001 AND/OR 1621 AND IS PUNISHABLE BY
A FINE AND UP TO FIVE YEARS IMPRISONMENT.**



**U.S. Customs and
Border Protection**

**NOTICE OF SEIZURE AND INFORMATION TO CLAIMANTS
CAFRA FORM**

May 25, 2016

S Williams
12229 Dehougne Street
North Hollywood, CA 91605

CERTIFIED - RETURN RECEIPT REQUESTED 7015 3430 0000 4684 3660

Re: Case Number 2016-4115-00004301

Dear Sir/Madam:

This is to notify you that Homeland Security Investigations (HSI) seized the property described below at Louisville, KY on April 20, 2016:

\$49,730.00 in U.S. Currency

The appraised domestic value of the property is 49,730.00.

The currency was seized and is subject to forfeiture under the provisions of Title 18, United States Code, Section 981 and Title 21, United States Code, Section 881. Enforcement activity indicates that the currency was involved in a drug trafficking/money laundering operation, in violation of Title 18, United States Code, Sections 1952, 1956 and 1961.

The facts available to CBP indicate that you have an interest in the seized property. The purpose of this letter is to advise you of the options available to you concerning this seizure. Two important documents—an "Election of Proceedings" form and a "Seized Asset Claim" form—are enclosed with this letter. You must choose one of the options outlined below, indicate your choice on the "Election of Proceedings" form, and return it, and any other necessary documents, to CBP within the allotted time frame (see options below).

Your options are as follows:

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com[®].

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box and fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage

Total Postage and Fees

Post to

S. Williams

Signature/Zip No. of Post Office

9590 9402 1426 5329 7618 91

City State Zip

2016-4115-0004301

PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

Postmark
Here

049E 4894 0000 0E4E 5702

■ A receipt (the portion of the Certified Mail label, see a red)

■ A unique identifier for your mailpiece.

■ Electronic notification of delivery or attempted

delivery.

■ A record of delivery (including the recipient's

signature) that is retained by the Postal Service[®]

for a specified period.

Important Features:

■ You may purchase Certified Mail service with

"First-Class Mail[®], First-Class Package Service[®],

or Priority Mail[®] service.

■ Certified Mail service is not available for

international mail.

■ Insurance coverage is not available for purchases

with Certified Mail service. However, the purchase

of Certified Mail service does not change the

business coverage automatically included with

certain Priority Mail items.

■ For an additional fee, and with a proper

endorsement on the mailpiece, you may request

the following services:

■ Return receipt service, which provides a record

of delivery (including the recipient's signature),

You can request a hardcopy return receipt or an

electronic version. For a hardcopy return receipt, attach PS Form 3811 to your mailpiece.

Acquire PS Form 3811 at your mailpiece.

PS Form 3811, Apr 2015 (Rev) PSN 7530-02-000-0007

Certified Mail service provides the following benefits:

■ An electronic return receipt, see a red
return receipt for an additional fee, present the
USPS[®] postmarked Certified Mail receipt to the
retail associate.

■ Restricted delivery service, which provides

delivery to the addressee specified by name, or

to the addressee's authorized agent.

■ Adult signature service, which requires the

signature to be at least 21 years of age (not

available at retail).

■ Adult signature restricted delivery service, which

requires the signature to be at least 21 years of age

and provides delivery to the addressee specified

by name, or to the addressee's authorized agent

(not available at retail).

■ To ensure that your Certified Mail receipt is

accepted as legal proof of mailing, it should bear a

legible postmark. If you would like a postmark on

the Certified Mail receipt, please present your

Certified Mail item at a Post Office[®] for

postmarking. If you don't need a postmark on the

Certified Mail receipt, attach the recorded portion

of the label, attach it to the mailpiece, apply

appropriate postage, and deposit the mailpiece.

■ If you don't have the receipt for your records,

1. **Petition:** You may file a petition with this office within 30 days from the date of this letter in accordance with Title 19, United States Code (U.S.C.), Section 1618 and Title 19, Code of Federal Regulations (C.F.R.), Sections 171.1 and 171.2 (19 C.F.R. §§ 171.1, 171.2), seeking the remission of the forfeiture. The petition does not need to be in any specific form, but it must describe the property involved, identify the date and place of the seizure, include all the facts and circumstances which you believe warrant relief from forfeiture and must include proof of your interest in or claim to the property. Examples of proof of interest include, but are not limited to, a car title, loan agreement, or documentation of the source of funds. If you choose this option, you must check Box 1 on the "Election of Proceedings" form.

By completing Box 1 on the "Election of Proceedings" form, you are requesting administrative processing. You are requesting that CBP refrain from beginning forfeiture proceedings while your petition is pending or that CBP halt forfeiture proceedings if they have already commenced.

If you choose to file an administrative petition and are dissatisfied with the petition decision (initial petition or supplemental petition), you will have an additional 60 days from the date of the initial petition decision, or 60 days from the date of the supplemental petition decision, or such other time as specified by the Fines, Penalties and Forfeitures Officer to file a claim to the property requesting a referral to the U.S. Attorney. If you do not act within these time frames, the property may be administratively forfeited to the United States. You may also request a referral to the U.S. Attorney at any point prior to the issuance of a petition decision by filing a claim. *Please see section 4 of this letter for information on how to request judicial action.* If you take such action after filing a petition for relief, your pending petition will be withdrawn from consideration.

If you request a referral to the U. S. Attorney or if another person asserting an interest in the same property chooses a referral to the U. S. Attorney, the matter will be referred to the U.S. Attorney who will have the authority to file a forfeiture action against the property in federal court pursuant to Title 18, U.S.C., Section 983(a)(3) (19 U.S.C. § 983(a)(3)).

If upon receipt of your petition, the matter has already been referred to the U.S. Attorney's Office for the institution of judicial forfeiture proceedings, your petition will be forwarded to the U.S. Attorney's Office for consideration.

2. **Offer in Compromise:** At any time prior to forfeiture, you may file an offer in compromise in accordance with 19 U.S.C. § 1617 and 19 C.F.R. §§ 161.5, 171.31. The offer must specifically state that you are making it under the provisions of 19 U.S.C. § 1617. If you are offering money in settlement of the case, you must include payment (bank draft, cashier's check or certified check, drawn on a U.S. financial institution, and made payable to CBP) in the amount of your offer. CBP may only consider the amount of your offer and will return the full offer if it is rejected. *This option may serve to delay the case.* If you choose this option, you must check Box 2 on the "Election of Proceedings" form.

If you choose to submit an offer in compromise and are dissatisfied with the offer decision, you will have an additional 30 days from the date of the offer decision to file a claim requesting a referral for judicial action. If you do not act within the additional 30 days, the property may be forfeited to the United States.

You may also request a referral for judicial action at any point prior to the issuance of the offer decision by fully completing the enclosed "Seized Asset Claim" form or by otherwise submitting a complete judicial claim consistent with the requirements under 18 U.S.C. § 983(a)(2)(C). If you take such action, your petition or offer will be considered to have been withdrawn.

If, upon receipt of your offer, the matter has already been referred to the U.S. Attorney's Office for the institution of judicial forfeiture proceedings, your offer will be forwarded to the U.S. Attorney's Office for consideration as an offer in settlement of the judicial action, as appropriate.

3. **Abandon:** You may abandon the property or state that you have no claim to or interest in it. If you choose this option, you should check Box 3 on the "Election of Proceedings" form. The Government may proceed with forfeiture proceedings or address claims from other parties concerning the property, without further involving you.
4. **Court Action:** On or before July 5, 2016, you may request referral of this matter to the U.S. Attorney, who will have the authority to file a forfeiture action against the property in federal court pursuant to 18 U.S.C. § 983(a)(3). If you choose this option, you should check Box 4 on the "Election of Proceedings" form, and fully complete the enclosed "Seized Asset Claim" form or otherwise submit a complete judicial claim as required by 18 U.S.C. § 983(a)(2)(C).

Take No Action: If you choose to do nothing, this office may initiate forfeiture action. The first notice will be posted on or about 35 days from the date of this letter.

For property appraised in excess of \$5,000, CBP will post notice of seizure and intent to forfeit on the internet at www.forfeiture.gov for 30 consecutive days.

For property appraised at \$5000 or less, CBP will post a notice of seizure and intent to forfeit in a conspicuous place accessible to the public at the customhouse or Border Patrol sector office (where appropriate) nearest the place of seizure as well as on the internet at www.forfeiture.gov for 30 consecutive days.

Release on Payment: If the seized merchandise is not, by law, prohibited from entry into the commerce of the United States, you may, within 30 days of this letter, submit an offer to pay the full appraised domestic value of the seized property accompanied by the full payment (bank draft, cashier's check or certified check, drawn on a U.S. financial institution, and made payable to CBP) or an irrevocable letter of credit in accordance with 19 U.S.C. § 1614 and 19 C.F.R. § 162.44.

If CBP accepts your offer to substitute release of the seized property on payment, the property will be immediately released, and the payment or letter of credit will be substituted for the seized property. You may still submit a petition, offer in compromise, or request that the matter be referred to the U.S. Attorney's Office and you must check the appropriate box on the "Election of Proceedings" form. The decision letter on your offer will provide you with the time frames for those options.

If, upon receipt of your offer, the matter has already been referred to the U.S. Attorney's Office for the institution of judicial forfeiture proceedings, your offer will be forwarded to the U.S. Attorney for consideration.

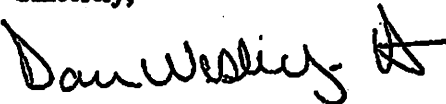
Holder of a Lien or Security Interest: If you are a holder of a lien or security interest and you do not file a request for court action (option 4 above), you may avail yourself of any of the other enumerated options. No relief will be granted to you until after forfeiture, unless your petition, offer or request is accompanied by an agreement to hold the United States, its officers and employees harmless, and a release from the registered owner and/or person from whom the property was seized.

All accompanying documents must be in the English language or accompanied by an English language translation and submitted in duplicate.

No matter which box you check on the "Election of Proceedings" form, you should sign, date and return the form, along with any petition, offer in compromise, or request for judicial proceedings, if those documents are necessary to support the option you choose. *A "Seized Asset Claim" form should only be completed, signed, and returned if you make a claim and ask for the case to be referred for judicial forfeiture.* Important: If these forms are not enclosed with this letter, please promptly call the telephone number below.

All correspondence should be addressed to U.S. Customs and Border Protection, Attn: FP&F, 6747 Engle Road, Middleburg Heights, Ohio 44130. If further information is required, contact Paralegal Specialist Dawn Wesley-Ventura at (440) 891-2521 or dawn.m.wesley-ventura@cbp.dhs.gov. All inquiries should reference the case number.

Sincerely,



For/ Tessie Douglass
Fines, Penalties and Forfeiture Officer

Enclosures: Election of Proceedings – CAFRA Form
CAFRA Seized Asset Claim Form

**A FALSE STATEMENT OR CLAIM MAY SUBJECT A PERSON TO
PROSECUTION UNDER 18 U.S.C. § 1001 AND/OR 18 U.S.C. § 1621, AND MAY BE
PUNISHABLE BY A FINE AND IMPRISONMENT**

ELECTION OF PROCEEDINGS - CAFRA FORM

NOTE: READ THE ATTACHED NOTICE OF SEIZURE AND INFORMATION FOR CLAIMANTS BEFORE YOU FILL OUT THIS FORM. THIS FORM SHOULD BE COMPLETED AND RETURNED TO U.S. CUSTOMS AND BORDER PROTECTION (CBP) AT ATTN: FP&P, 6747 ENGLE ROAD, MIDDLEBURG HEIGHTS, OHIO 44130.

I understand that property in which I have an interest has been seized by CBP/Homeland Security Investigations (HSI) under case number 2016-4115-00004301.

Check **ONLY ONE** (1) of the following choices:

- ☐ 1. I REQUEST THAT CBP CONSIDER MY PETITION ADMINISTRATIVELY BEFORE FORFEITURE PROCEEDINGS ARE INITIATED. My petition is attached. By making this request, I understand that I can request, in writing, that my case be referred for judicial forfeiture proceedings at any time prior to the completion of the administrative forfeiture proceedings or as set forth in the notice of seizure. If I choose to wait for an administrative decision on my petition, my deadline for filing a claim as required by 18 U.S.C. § 983(a)(2)(B) is 60 days from the date of the petition decision; or, if I choose to file a supplemental petition, my deadline for filing a claim as required by 18 U.S.C. § 983(a)(2)(B) is 60 days from the date of the supplemental petition decision. If I file a complete "Seized Asset Claim" form or other claim consistent with the requirements of 18 U.S.C. § 983(a)(2)(C), CBP consideration of my petition will stop and the case will be sent to the United States Attorney's Office for judicial forfeiture proceedings.
- ☐ 2. I REQUEST THAT CBP CONSIDER MY OFFER IN COMPROMISE ADMINISTRATIVELY BEFORE FORFEITURE PROCEEDINGS ARE INITIATED. My offer is attached. By making this request, I understand that I can request, in writing, that my case be referred for judicial forfeiture proceedings at any time prior to the completion of the administrative forfeiture proceedings or as set forth in the notice of seizure. If I choose to wait for an administrative decision on my offer, my deadline for filing a claim is 30 days from the date of the decision. If I file a complete "Seized Asset Claim" form or other claim consistent with the requirements of 18 U.S.C. § 983(a)(2)(C), CBP consideration of my offer will stop and the case will be sent for judicial forfeiture proceedings.
- ☐ 3. I ABANDON ANY CLAIM OR INTEREST I MAY HAVE IN THE PROPERTY. I understand that no additional notice about future proceedings concerning the property will be provided to me.
- ☐ 4. I AM FILING A CLAIM AND REQUESTING THAT CBP REFER THE CASE FOR COURT ACTION. Please send the case to the U.S. Attorney for court action. I have fully completed, signed and attached a "Seized Asset Claim" form. I understand that if I have not fully completed this form, or otherwise made a proper claim and request for judicial forfeiture pursuant to 18 U.S.C. § 983(a)(2)(C) within 35 days after the date the notice of seizure was mailed, CBP will treat any submission as a petition for relief without the ability to seek future judicial forfeiture proceedings.

Name (Print)

Date

Signature

**U.S. CUSTOMS AND BORDER PROTECTION
CAFRA SEIZED ASSET CLAIM FORM**

Name: _____ Case Number: 2016-4115-00004301
Address: _____ Telephone No: () _____

IMPORTANT: BE SURE TO COMPLETE ALL PARTS BELOW. THIS CLAIM FORM MUST BE SIGNED BY THE CLAIMANT HIS OR HER SELF, NOT BY THE ATTORNEY OR OTHER REPRESENTATIVE ACTING ON BEHALF OF THE CLAIMANT.

As authorized by 18 U.S.C. § 983(a)(2)(A), I request that the Government file a complaint for forfeiture on the seized property described below:

PART I

List all the items in which you claim an interest. Include sufficient information to identify the items, such as serial numbers, make and model numbers, aircraft tail numbers, photographs, and so forth. Attach additional sheets of paper if more space is needed.

PART II

State your interest in each item of property listed above. Attach additional sheets of paper if more space is needed.

PART III (ATTESTATION AND OATH)

I attest and declare *under penalty of perjury* that the information provided in support of my claim is true and correct to the best of my knowledge and belief.

Name (Print)

Date

Signature

A FALSE STATEMENT OR CLAIM MAY SUBJECT A PERSON TO PROSECUTION UNDER 18 U.S.C. § 1001 AND/OR 1621 AND IS PUNISHABLE BY A FINE AND UP TO FIVE YEARS IMPRISONMENT.

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SEACATS - INCIDENT REPORT

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(b) (7)(E)

INCIDENT NBR: (b) (7)(E) PP&F CASE NBR: 2016411500004301
VIOLATOR NAME: WILLIAMS, S
TOPIC: SEIZURE OF \$49,730 FROM A UPS PARCEL GOING TO NORTH HOLLYWOOD, CA

LAW CHARGED	LAW CHARGED	LAW CHARGED
18USC981	18USC1956	31USC5316
31USC5317	31USC5332	18USC1952

=====

AGENCY PARTICIPATION

DISCOVERING: STL
SEIZING: CSA
PARTICIPATED IN SEIZURE: STL

=====

CONVEYANCE DATA

CONVEYANCE TYPE: Z EXPRESS CONSIGNMENT
ITINERARY: DATE 04202016 TIME 0300 FROM US UNITED STATES
VIA
INBOUND/OUTBOUND: N CONVEYANCE SEARCHED: N CONVEYANCE SEIZED:
CONVEYANCE DATA

CONVEYANCE TYPE: Z EXPRESS CONSIGNMENT
ITINERARY: DATE 04202016 TIME 0300 FROM US UNITED STATES
VIA
INBOUND/OUTBOUND: N MAIL SEARCHED: N
MAIL DETENTION NUMBER: APO/FPO NUMBER:
AIR OR SURFACE: A TYPE OF PACKAGE: O OTHER

SENDER - PERSON NAME: MOORE
FIRST NAME: KESHA MIDDLE NAME:
STREET: 925B PEACHTREE ST NE (UPS STORE#4724 APT/SUITE:
CITY: ATLANTA STATE: GA CNTRY: US ZIP: 30309

ADDRESSEE - PERSON NAME: WILLIAMS
FIRST NAME: S MIDDLE NAME:
STREET: 12229 DEHOUGNE ST APT/SUITE:
CITY: NORTH HOLLYWOOD STATE: CA CNTRY: US ZIP: 91605

=====

SEIZURE DATA

REASON FOR EXAM: TYPE OF EXAM:
SEIZURE REFERRED TO OI: FILER CODE:
MANUFACTURER NAME/NBR:
SHIPPER NAME/NBR:
ABANDONED: BLITZ: DOG ALERT: X XRAY:
ENFORCEMENT AID USED:
ENTRY NUMBER: ENTRY TYPE:
APPRAISING OFFICER:
MITIGATING OFFICER:

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SEACATS - INCIDENT REPORT

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(b) (7)(E)

INCIDENT NBR: (b) (7)(E) FP&F CASE NBR: 2016411500004301
VIOLATOR NAME: WILLIAMS, S
TOPIC: SEIZURE OF \$49,730 FROM A UPS PARCEL GOING TO NORTH HOLLYWOOD, CA

ON SITE MITIGATION:

CITATION ASSOCIATED WITH PENALTY:

PENALTY: PENALTY ASSESSED .00 MITIGATED AMT .00
AMT CLCTD .00 DATE RECEIPT# 57718475 PRMSRY AMT
PLACE OF DISCOVERY: N (NON BORDER) LOC: LOUISVILLE, KY
PLACE OF SEIZURE: N (NON BORDER) LOC: LOUISVILLE, KY

1 DESC OF SEIZED ITEM: CASHIERS CHECK

COMM/CD: CHK QTY: 1.00 UM: EA WT DET: FDIN:
COUNTRY OF ORIGIN: US COUNTRY OF EXPORT: COUNTRY OF DESTINATION:
DEC VAL: 0 FOR VAL: DOM VAL: 49730
DUTY: LEGAL STAT: SZ PHYS STAT: HE CUST: SAC
CONCEAL: R SEC: ENTERED TARIFF #: CHK
T.E.S. CODE: INV LIST: N CONCEAL COMM/CDE:
BILL COUNT: DENOMINATION: 49730 COUNT: 1 RELEASE COUNT:

(b) (6), (b) (7)(C), (b) (7)(E)

TOTALS: DECLARED VALUE: 0 FOREIGN VALUE: 0
DOMESTIC VALUE: 49730 DUTY: 0.00

CIRCUMSTANCES/REMARKS:

On April, 20 2016, HSI Task Force Officers from LMPD seized \$49,730 in US currency at the domestic UPS Hub. The parcel was found to contain US currency concealed within after UPS Security personnel inspected the parcel for damage.

The parcel was shipped from Kesha Moore, 925B Peachtree Street NE (UPS Store#4724), Atlanta, GA 30309 and going to S Williams, 12229 Dehougne Street, North Hollywood, CA 91605.

The cash was seized for violations of 31USC5332 (Bulk cash smuggling) and 18USC1956, (Money laundering).

(b) (7)(E)

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DEPARTMENT OF HOMELAND SECURITY

(b) (7)(E)

**CUSTODY RECEIPT for
SEIZED PROPERTY and EVIDENCE**

Handbook 5200-09

1. FPF No. 3016411EDD04301		2. Incident No. (b) (7)(E)	
3. Investigative Case No. (b) (7)(E)		4. Enforce No. 0000000000000000	
5. Prior Detention? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, DHS 6051D No. _____		6. Date Seized (mm/dd/yyyy) 5/16/2011	7. Time Seized (Use 24 Hrs) 0906
8. FDIN/Misc.		11. Seal or Other ID Nos.	
9. Seized From: Name: <u>S. Williams</u> Address: <u>12229 Dehouque St</u> <u>North Hollywood, CA</u> Telephone No. () Ext: _____		10. Entry No.	
13. Send Correspondence to:		12. Remarks: (b) (7)(E)	

14. PROPERTY (By Line Item) Attach DHS Form 58 if conveyance					
a. Line Item No.	b. Description	c. Packages Number	Type	d. Measurements Qty. UM	e. Est. Dom. Value
1	Cashier's Check			1 pc	\$ 49,730
					\$
					\$
					\$
					\$
					\$

15. Seizing Officer (b) (6), (b) (7)(C)	X	(b) (6), (b) (7)(C)	5/16/11
Print Name		Signature	Date

16. ACCEPTANCE / CHAIN OF CUSTODY				
a. Line Item No.	b. Description	c. Print Name/Title/Organization	d. Signature	e. Date
1	CASHIER'S CHECK (b) (6), (b) (7)(C)	(b) (7)(E)	(b) (7)(E)	5-17-11

DHS Form 6051A Continuation Sheet Attached? Yes ☐ No ☐

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SEACATS - INCIDENT REPORT

MAY 23 2016

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(b) (7)(E)

INCIDENT NBR: (b) (7)(E) FP&F CASE NBR: 2016411500004301
VIOLATOR NAME: WILLIAMS, S
TOPIC: SEIZURE OF \$49,730 FROM A UPS PARCEL GOING TO NORTH HOLLYWOOD, CA

SEARCH: DATE TIME ARREST: DATE TIME SEIZURE: 04202016/0300
=====

VIOLATOR DATA

LAST NAME: WILLIAMS
FIRST NAME: S MIDDLE NAME:
CITIZENSHIP: XX DOB: 00000000
STREET ADDRESS: 12229 DEHOUGNE ST APT/SUITE:
CITY: NORTH HOLLYWOOD STATE: CA CNTRY: US ZIP: 91605
VIOLATOR TRAVEL CATEGORY: VIOLATOR STATUS AT ARREST:
LOCAL USE:

TECS RECORD ID: (b) (7)(E)
OTHER NAMES:
RACE: U SEX: M HT: ' " WT: HAIR: EYES:
SSN: CITIZENSHIP: XX OCCUPATION:
BIRTHPLACE - COUNTRY: STATE: CITY:
PPN: COUNTRY: TYPE: ISSUED: EXPIRES:
DRIVERS LICENSE - NUMBER: STATE: COUNTRY:
SCARS/MARKS/TATTOOS/ETC:

MISCELLANEOUS NUMBERS-NUMBER: TYPE:
=====

SUMMARY DATA

OI OFFICE CODE (b) (7) (E) CASE #: (b) (7)(E)
PROJECT CODES: (b) (7)(E)
PRIOR INFO: NONE DEA CUSTOMS TECS NCIC OTHER (b) (7) (E)
Rcvd by FP&F 4101

NAME-TITLE-AGENCY

DECLARATION TAKEN BY:
ARRESTING OFFICER: (b) (6), (b) (7)(C) - CRIM INVSTGR-C
SEIZING OFFICER: (b) (6), (b) (7)(C) - SUPVY CRIM INVSTGR-C
SUPERVISOR: (b) (6), (b) (7)(C)
PORT DIRECTOR: (b) (7)(E)

MAY 23 2016
U. S. CBP

TYPE OF INCIDENT: O OTHER

DISCOVERY DATE: 04202016
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